

and must be satisfied that the proceedings have been legal and fair. The said warrants shall be substantially in the following form :

## FORM OF THE WARRANT.

"By virtue hereof, I, [name of Superintendent] Superintendent of Public Streets and Highways of the City and County of San Francisco, and State of California, by virtue of the authority vested in me as said Superintendent, do authorize and empower [name of contractor] [his or their] agents or assigns, to demand and receive the several assessments upon the assessment and diagram hereto attached, and this shall be [his or their] warrant for the same. San Francisco, [date] 186—. [Name of Superintendent] Superintendent of Public Streets and Highways. Countersigned by [name of Auditor] Auditor."

Said warrant, assessment, and diagram, shall be recorded. When so recorded, the several amounts assessed shall be a lien upon the lands, lots, or portions of lots, assessed respectively, for the period of two years from the date of said recording, unless sooner discharged; and from and after the date of said recording of any warrant, assessments, and diagrams, all persons mentioned in section twelve of this Act shall be deemed to have notice of the contents of the record thereof. After said warrant, assessment, and diagram are recorded, the same shall be delivered to the contractor, or his agent or assigns, on demand, but not until after the payment to the said Superintendent of the incidental expenses not previously paid by the contractor or his assigns. And by virtue of said warrants, said contractor, or his agent or assigns, shall be authorized to demand and receive the amount of the several assessments made to cover the sum due for the work specified in such contracts and assessments.

SEC. 11. The contractor or his assigns, or some person in his or their behalf, shall call upon the person assessed, or their agents if they can conveniently be found, and demand payment of the amount assessed to each. If any payment be made, the contractor, his assigns, or some person in his or their behalf, shall receipt the same upon the assessment in presence of the person making such payment, and shall also give a separate receipt, if demanded. Whenever the person so assessed, or their agents, cannot conveniently be found, or whenever the name of the owner of the lot is stated as "Unknown" on the assessment, then the said contractor, or his assigns, or some person in his or their behalf, shall publicly demand payment on the premises assessed; the warrants shall be returned to the Superintendent within ten days after its date, with a return indorsed thereon, signed by the contractor or his assigns, or some person in his or their behalf, verified upon oath, stating the nature and character of the demand, and whether any of the assessments remain unpaid in whole or in part, and the amount thereof. Thereupon the Superintendent shall record the return so made in the margin of the record of the warrant and assessment, and also the original contract referred to therein, if it has not already been recorded at full length, in a book to be kept for that purpose in his office, and shall sign the record. The said Superintendent is authorized, at any time, to receive the amounts due upon any assessment list and warrant issued by him, and give a good and sufficient discharge therefor: *provided*, that no such payment so made, after suit has been commenced without the consent of the plaintiff in the action, shall operate as a complete discharge of the lien until the costs in the action shall be refunded to the plaintiff; and he may release any assessment upon the books of his office on the production to him of the receipt of the party, or his assigns, to whom the assessment and warrant was issued; and if any contractor shall fail to return his warrant within the time and in the form provided in this section, he shall thenceforth have no lien upon the property assessed: *provided*, however, that in case any warrant is lost, upon proof of such loss a duplicate can be issued, upon which a return may be made, with the same effect as if the original had been so returned. After the return of the assessment and warrant as aforesaid, all amounts remaining due thereon shall draw interest at the rate of one per cent per month until paid.—[Amendment March 26, 1868.]

SEC. 12. The owner, contractor, or his assigns, and all persons, whether named in the assessment or not, and all persons directly interested in any work provided for in this Act, or in the said assessment, feeling aggrieved by any of the acts or determinations aforesaid of the said Superintendent in relation thereto, or having or making any objection to the correctness or legality of the assessment, shall, within fifteen days after the date of the warrant, appeal to the Board of Supervisors, as provided in this section, by briefly stating their objections in writing, and filing the same with the Clerk of said Board. Notice of the time and place of the hearing, briefly referring to the work contracted to be done, or other subject of appeal, and to the acts or determinations objected to or complained of, shall be published for five days. The said Board may correct, alter, or modify, said assessment in such manner as to them shall seem just, and may instruct and direct the Superintendent to correct said warrant, assessment, or diagram, in any particular, and to make and issue a new warrant, assessment, and diagram, to conform to the decisions of said Board in relation thereto, at their option. All the decisions and determinations of said Board upon notice and hearing as aforesaid, shall be final and conclusive upon all per-

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