

grading, so certified as aforesaid, in cubic yards or measurement, equals the proportional amount of grading which such owner would be obliged to do if no grading had been done on such street, lane, alley, place, or court, then such owner and his lot or lots shall be exempted from assessment for the remaining work; and if the grading done by such owner is less than his proportional share, then the work required to be done in front of his lot or lots, according to the original profile of the land previous to any grading thereon, shall be included in the assessment; and the work certified as aforesaid to have been done by him, at his own expense, shall be credited to him at the contract rate: *provided*, that in making the assessment to cover the expense of any work mentioned in this section, the said Superintendent of Public Streets, Highways, and Squares may deviate from its provisions, and assess such lots and lands fronting on any street, alley, lane, place, or court, as he may decide liable to assessment for said work, which decision may be appealed from, as hereinafter provided.

*Subdivision Twelve*—Section one of an Act entitled "An Act Amendatory of and Supplementary to an Act to provide Revenue for the Support of the Government of this State, approved April twenty-ninth, eighteen hundred and fifty-seven," approved April nineteenth, eighteen hundred and fifty-nine, shall not be applicable to the provisions of this section, but the property therein mentioned shall be subject to the provisions of this Act, and to be assessed for the work done under the provisions of this section.

SEC. 9. After the contractor of any street work has fulfilled his contract to the satisfaction of the Superintendent of Public Streets, Highways, and Squares, the said Superintendent of Public Streets, Highways, and Squares shall make an assessment to cover the sum due for the work performed and specified in such contract, including incidental expenses (if any), in conformity with the provisions of this Act, and according to the character of the work done, which assessment shall briefly refer to the contract, the work contracted for and performed, and shall allow the amount to be paid therefor, together with the incidental expenses (if any), the rate per front foot assessed, the amount of each assessment, the name of the owner of each lot or portion of lot, if known to the Superintendent of Public Streets, Highways, and Squares; if unknown, the word "unknown" shall be written opposite the number of the lot (but an assessment made to a person not the owner shall not render such assessment illegal), and the amount assessed thereon, the number of each lot or portion of lot assessed, and shall have attached thereto a diagram, exhibiting each street or street crossing, lane, alley, place, or court, on which any work has been done, and showing the relative location of each distinct lot or portion of lot to the work done, numbered to correspond with the numbers in the assessment, and showing the number of feet frontage assessed for said work, and contracted for and performed; and such assessment shall in all cases be payable in gold coin of the United States.

SEC. 10. To said assessment shall be attached a warrant, which shall be signed by the Superintendent of Public Streets, Highways, and Squares, and countersigned by the Auditor of said City and County of San Francisco, who, before countersigning it, shall examine the contract, the steps taken previous thereto, and the record of assessments, and must be satisfied that the proceedings have been legal and fair. The said warrant shall be substantially in the following form:

#### FORM OF WARRANT.

By virtue hereof, I [name of Superintendent], Superintendent of Public Streets, Highways, and Squares of the City and County of San Francisco, in the State of California, by virtue of the authority vested in me as said Superintendent of Public Streets, Highways, and Squares, 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], 18— [name of Superintendent], Superintendent of Public Streets, Highways, and Squares. Countersigned by [name of Auditor], Auditor of the City and County of San Francisco.

Said warrant, assessment, and diagram shall be immediately recorded in the office of the Superintendent of Public Streets, Highways, and Squares, and when certified and 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 when suit is commenced within said two years, said lien shall continue for six months after the final determination of said suit; and all assessment liens heretofore created shall continue in full force for two years from the date of the recording of said warrant, assessment, and diagram, respectively; and when suits have been or shall hereafter be commenced within said two years from the date of said recording, said liens shall continue and be in force until the end of six months from the final determination of said suits, respectively; and from and after the date of said recording of any warrant, assessment, and diagram, 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 Public Streets, Highways, and Squares of the incidental expenses, not previously paid by the contractor or his assigns; and by virtue of said warrant said contractor, or his agents or assigns,

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