

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 contract and assessment.

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 warrant shall be returned to the Superintendent of Public Streets, Highways, and Squares 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 of Public Streets, Highways, and Squares 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 of Public Streets, Highways, and Squares 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 in his office on the production to him of the receipts 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.

SEC. 12. The owner, contractor, or his assigns, and all persons, whether named in the assessment or not, feeling aggrieved by any of the acts or determinations of the said Superintendent of Public Streets, Highways, and Squares, in relation to the acceptance of work, or to the assessment, or to any act, proceeding, matter, or thing done, suffered, or committed by him, shall within fifteen days after the issuance of said assessments as provided, appeal to said 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 of Supervisors. Notice of the time and place of hearing, briefly referring to the subject matters of appeal, and to the acts or determination objected to or complained of shall be published for five days, Sundays and non-judicial days excepted. The said Board of Supervisors on appeal may correct, alter, or modify said assessment, as to them shall seem just, and may annul the same, and may order a new assessment to be made in the manner by them directed, and may make any order or decision in relation to any contract or the performance thereof, or in relation to any of the acts of the contractor, or the said Superintendent of Public Streets, Highways, and Squares, prior to the date of the hearing of said appeal: and all the decisions and determinations of said Board of Supervisors shall be final and conclusive upon all parties entitled to an appeal. The said warrant, assessment, and diagram shall be held *prima facie* evidence of the regularity and correctness of the assessment, and of the prior proceedings and acts of the said Superintendent of Public Streets, Highways, and Squares, and of the regularity of all the acts and proceedings of the Board of Supervisors upon which said warrant, assessment, and diagram are based. After jurisdiction to order any work has been obtained, no irregularity in any of the subsequent proceedings shall render any assessment illegal.

SEC. 13. At any time after the period of fifteen days from the day of the date of the warrant as hereinbefore provided, or if an appeal is taken to the Board of Supervisors, as is provided in section twelve of this Act, any time after five days from the decision of said Board of Supervisors, or after the return of the warrant or assessment after the same may have been corrected, altered, or modified, as provided in section twelve of this Act (but not less than fifteen days from the date of the warrant), the contractor or his assigns may sue in his own name the owner of the land, lot, or portions of lots, assessed on the day of the date of the recording of the warrant, assessment, and diagram, or on any day thereafter during the continuance of the lien of said assessment, and recover the amount of any assessment remaining due and unpaid, with interest thereon, as hereinbefore provided. And in all cases of recovery under the provisions of this Act, the plaintiff shall recover the sum of fifteen dollars in addition to the taxable costs as attorney's fees, provided he shall waive the percentage on recovery as provided by law. Suit may be brought in any Court in said City and County of San Francisco; and in case any one or more of the items in the assessment or assessments are