

3. If the engineer and the representative of the railway company agree upon the matters aforesaid, they shall sign their agreement, and it shall be incorporated into the engineer's report and shall be given effect to in the construction of the work.

Agreement with Company.

4. Should they fail to agree, they shall refer the matters in question to a judge, who shall, after such notice as he deems reasonable, determine the matters in question; and the decision of the judge shall be final, and shall be incorporated into the engineer's report, and shall be given effect to in the construction of the work.

Reference to judge in case of disagreement.

5. The costs occasioned by the meeting and by the reference to the judge shall be borne by the drainage work, or shall be apportioned between the drainage work and the railway company, as agreed upon or as decided by the judge.

Costs of meeting and reference.

6. The proportion of the cost of the drain across or upon the railway to be borne by the railway company shall be based upon the increase of cost of such work caused by the construction and operation of the railway.

Apportionment of cost of drain.

7. In the event of no representative of the railway company attending pursuant to the engineer's notice, his decision shall be final and binding on the railway company.

If no meeting takes place.

5. Whenever any drainage work is to be constructed across or upon the lands of a railway company, the railway company shall have the option of constructing the portion of the drain across or upon its own lands at the amount of the estimated cost thereof; and, in the event of its not exercising this option, the work shall be constructed in the same manner as other portions of the work are provided to be constructed.

Railway company may itself build drain.