

Agreement ; but no loss of profits, or prospective advantages of any kind, shall be deemed a loss for which compensation can be claimed in the event of this Agreement being so cancelled and put an end to as aforesaid ; Provided always, that in case of dispute or disagreement between the said Commissioners and the said Thomas Maxwell, his heirs, executors or administrators, as to the amount of such compensation, the question in dispute shall be referred to and be discussed and determined by two indifferent persons, one to be nominated by the said Commissioners, or their successors, and one by the said Thomas Maxwell, his executors or administrators, by writing under their respective hands, and every award or determination to be from time to time made by such Arbitrators shall be binding and conclusive as to the matters so to be submitted to them respectively, provided every such award be made in writing and ready to be delivered to the said Commissioners or their successors, and to the said Thomas Maxwell, and his executors or administrators, within the space of thirty days from the date of such reference as aforesaid ; but in case such Arbitrators so to be from time to time nominated as aforesaid, shall not make their respective awards within the space of thirty days next after such respective references to them as aforesaid, then, every such dispute shall be referred and be discussed and determined by such one indifferent person as such first named Arbitrators shall from time to time by any writing or writings under their respective hands nominate or choose as an umpire in the matter so referred to them respectively as aforesaid, and whatever end or determination the said Umpire shall from time to time make of or concerning the matters to him respectively referred, the same shall be binding and conclusive between the parties hereto, provided such umpirages or awards shall be respectively made in writing and ready to be delivered to the said Commissioners and the said Thomas Maxwell, his executors or administrators, within the space of thirty days next after the nomination or appointment of such Umpire.

And it is further agreed by and between the said parties, that it shall be lawful for the said Commissioners or their successors, at any time during the continuance of this Agreement, to prescribe for the towage of Vessels not destined for Canadian Ports other and different rates of towage than those specified in the Schedule hereto