jective of attacking some phase of society or government, but rather were engaged in a *private* quarrel. The ensuing violence should then be termed a riot, not an insurrection. For, unless it is accepted that insurrection must involve *direct* opposition to the official acts of government, rather than the mere incidental resistance to such acts which may stand in the way of a private goal, any distinction between insurrection and riot is lost. It is difficult to conceive of a "riot" where the violence does not in some way result in resistance to the execution of some law, even if it be only the law against breaching the peace or malicious mischief. The determination of insurrection should be governed, therefore, by an analysis of the public nature of the group's basic objective rather than by an observation of the incidental effects of any outburst.

If, then, the opposition must be direct, to what end must it be directed? It has been assumed thus far that any direct violence against government or society would be sufficient and that it is not necessary to have a movement which seeks to overthrow the government. Some cases support this assumption,[29] while, on the other hand, there is authority requiring a specific intention to overthrow the government.[30] This conflict must be resolved in order to determine when the exclusion clause in an insurance contract will become operative. An analysis of the conflicting cases is unlikely to yield the desired resolution since they do not satisfactorily set out the reasons for their choices. The more fruitful approach to this question, therefore, is a determination of why an insurance company would insert "insurrection" into an exclusion clause and why the legislature might allow the insurer to do so.

There seems little doubt that the major consideration leading an insurer to refuse to undertake the risk of damage resulting from direct violence against the government, *i.e.*, an insurrection, is the probability that extensive destruction will result.[31] An analysis of the elements of antigovernmental activity which are likely to lead to this destruction is relevant to the issue of the direction which opposition to society or government must take in an insurrection. The participants are likely to have a sense of unity, at least in terms of singleness of purpose. Some may be moved by such fanatical desire that checking them will be nearly impossible. They will probably have done some planning to insure that their movement will come by surprise. The result will be systematic destruction and paralysis of the local police force, prolonging the period of destruction. Another element to be considered is the form which the government's counterattack is likely to take. In the interest of containing the outburst as a whole, government forces may find it necessary to allow property in some areas to be destroyed by the insurgents in order to cut off the progress of the movement into other areas. By concentrating the counterattack in areas not yet reached by the insurgents, government forces such as the National Guard may have to abandon any hope of protecting property in those districts which the insurgents have been able to dominate. In addition, these forces may find it necessary to engage in destruction of property themselves in order to prevent further violence. For example, apprehension of the insurgents may require the use of firearms, fire hoses, and tear gas in areas where private property is likely to be damaged in the process. All of the factors listed above must necessarily lead to wide-spread destruction of property and hence to potentially ruinous insurance claims.

It seems quite clear that these factors of destruction are very likely to appear when the movement seeks to overthrow the government. It may, however, be inaccurate to suggest that they are peculiar to such movements. If the objective of an outburst is to display opposition to a foreign policy, an unjust law, or an unjust social order made possible by governmental action or inaction, then it is likely that the participants will be as fanatical and unified, and hence as destructive, as when they seek to overthrow the government. There appears, therefore, to be no reason to say that when insurers excluded insurrection from coverage they meant to limit the exclusion merely to outbursts aimed at overthrowing the government.

The insurer's purpose in excluding insurrection is relevant to the question of whether an intention to overthrow the government is necessary only if the government which regulates the business of insurance shares that purpose. Legislatures

[29] Case of Fries, 9 Fed. Cas. 924, 930 (No. 5127) (C.C.D. Pa. 1800); In re Charge to Grand Jury, supra note 26; Ex parte Jones, 71 W. Va. 567, 601, 77 S.E. 1029, 1043 (1913).
[30] Home Ins. Co. v. Davila, 212 F.2d 731, 736 (1st Cir. 1954); cf. Spruill v. North Carolina Mut. Life Ins. Co., 46 N.C. 126, 127 (1853).
[31] Home Ins. Co. v. Davila, supra note 30, at 735; Vance, supra note 11.