

CRIME AND MISCONDUCT COMMISSION

INQUIRY INTO ALLEGATIONS CONCERNING THE GOLD C  
ELECTION HELD IN MARCH 2004

OP GRAND

Submissions in response by the Chief Executive Officer of C  
Mr Dale Robert Dickson

EXHIBIT No. 342  
*W. Newey* CLERK

These submissions are considered to be properly restricted to -

- (i) allegations, comments or recommendations directly concerning the Chief Executive Officer (or his officers for whom he is responsible.)
- (ii) matters of Law which now need be canvassed; and
- (iii) any erroneous contentions, submissions or unbalanced statements of fact in submissions from Counsel Assisting.

The latter (iii) are included (hopefully) for the assistance of the Commissioner.

Suggestions and recommendations against Councillors and candidates are left to those parties to respond in any detail.

**(i) Allegations, Comments or Recommendations Directly Concerning the CEO or Officers.**

A Counsel Assisting (P37.2 of Submission) erroneously refers to the Council's role in monitoring compliance with the Act as "casual". There is no evidence here of that the appropriate officers to whom these duties were delegated by the CEO approached their duties casually and indeed it seems there are only a couple of matters which were not picked up, one of which only fairly recently (the address of Blue Sky - T2290 l.50 - *[I dare say (facetiously) many people would like to have that address]* and the address of one of Shepherd's donors.

The passage quoted (TT305) from the CEO's evidence correctly states all that he or officers to whom he delegates powers, can do. There are other passages indicating he relied on the senior and competent officers in Mr Davis and Mr Montgomery (T2281 l.3, T2282 l.55, T2283 l.50, T2287, T2290 l.20). It is submitted that he is alluding correctly to the fact that the GCCC is not given any powers or rights of investigation such as the questioning of the returnees about the identity, legal personality or other details or connections of the disclosed donors. If the donor is shown as, say "the X File Trust", and an address, date and amount is given that is what they have to accept, given the lack of powers referred to above.

In the pages last referred to Mr Dickson expands on this further, and elsewhere in his material he explains in some detail the volume of demands on his (and Council officers') available time and resources, supplying material with statistics in exhibits 306, 309, 310.

If, however, someone notifies him a return is erroneous, he would take that up and make enquiries.

The description of "casual" and the criticism implied is rejected. The CEO was not charged by the Legislation with an investigative role of trying to marry together all of the returns, or "connecting all the dots" his is one of "check policeing" to see the statutorily required information is in the returns so they are complete, and so comply.

As will hopefully be clearly exposed in the submission below, the position concerning third party returns with particular reference to Trust Accounts, is not as set out in the Handbook. The question as to who should put in third party returns was taken up by Mr Dickson with the City Solicitor. He gave clear evidence this was a legal matter. Counsel Assisting's understanding of the position appears at T2284 and he directly picks up the Department's interpretation of the obligations in the Handbook put out by the Department, rather than relying on what is in the Legislation itself, (even though it is noted Counsel Assisting was most disparaging of Mr Betts about his reading only the Handbook and not the Legislation). That there was always a difference of opinion as to what the Legislation required appears clearly in the passages on and around T2284, T2285, T2286.

**B** The "comments" concerning David Montgomery's conduct at P37 of the submission shows a regrettable lack of understanding of the professional courtesy, protocol, etiquette and ethics of what was clearly a professional communication. The evidence shows Mr Montgomery had advised Mr Dickson on the question of Hickey Lawyers perhaps having to make a third party return and he did in fact contact Hickey Lawyers. Admission information shows Mr Hickey was senior to Mr Montgomery in date of admission in Queensland (see QLS Diary details where this information conveniently appears). It is submitted that when a Solicitor considers that a more senior Solicitor with whom he is to deal has made an error in procedure or in applying the law appropriate to the situation in hand or under consideration, he should draw to the attention of, or suggest to that other Solicitor that he may wish to review his actions, interpretations or approach to the matter rather than baldly stating to that other Solicitor that he is wrong. It is courtesy and accepted protocol to put the matter in such a way as should place the other Solicitor on his guard so that he may well have to reconsider and either seek advice or further inform himself. It is not for one Solicitor (particularly the junior) to dictate to the other what his duties and obligations are or should be.

This level of conduct on the part of Mr Montgomery would have the tacit approval of Chief Justice Speiglman of the New South Wales Supreme Court. In his speech to the annual opening of Law Term Dinner in Sydney on 30<sup>th</sup> January 2006, the Chief Justice said:

*"There are two aspects of the administration of justice which are particularly relevant in this regard. First, is the central role of personal autonomy in the adversary system. Second, is the level of civility with which legal affairs are conducted. In both respects the administration of justice can serve as a model for other fields of social discourse, many of which do not manifest these values to the same degree and would profit from doing so, or returning to past practices when they did."*

(NSW Court Website "Opening Of Law Term Dinner, 2006" p 5.4

It is submitted Mr Montgomery acted appropriately and properly in the circumstances. To suggest he acted casually is to misunderstand completely the proper position.

## (ii) Matters of Law

### Trust Fund

Dealing with the general concept of a Trust Fund, from the way in which questioning proceeded with witnesses, it might be thought there were some pretty serious misconceptions about what is necessary before a Trust Fund comes into existence, whether intended or otherwise. A fair (even cursory) reading of texts on Trusts will reveal, it is submitted, that for there to be such a Trust created (in relation to money, and not dealing with resulting or constructive trusts).

- There is no need for a Trust document or Deed;
- There must be a giving of money for an expressed or necessarily implied purpose, other than by way of gift to the donee;
- The donee must know by expressed statement or necessary implication (because of particular knowledge) that such is the case;
- The person who holds the money in a fund (whether that fund is in his pocket, an ordinary bank account or a Solicitor's Trust Account (etc)) must know of those things;
- The person above who accepts or holds the moneys which go into the fund are held to be under a duty to see the moneys are properly disbursed in accordance with the purpose(s) for which they were given;
- There may be a person nominated to carry out, or be entrusted with the disbursement (ie. In accordance with the purposes for which the funds were given) of the monies in the fund;
- That latter person may be quite independent of the trustee(s) who actually holds the funds;
- There is no requirement for the fund to have any name;
- A person can quite informally take over such a Trust Fund and accept, either expressly or by implication, responsibility for earlier disbursements from the fund as if they were made by him/her;
- In the latter case the fund does not change - it is the one fund.

On any reasonable and proper view of the matter (ie., the evidence), given that no one gave clear or concerted attention to the formal mechanics or machinery of putting into place the common intent of all the parties, it can readily be accepted that the fund came about in the following way.

- 1 There were many views held in the community that the Council was dysfunctional, that community included business interests which included developers;

- 2 It was felt by many including Power, Robbins, Ray, Lang, Jansen *et al* and others that it was essential that some reasonably coherent candidates who were prepared to apply commonsense should be offered some assistance, both in terms of election strategy and in terms of funding, to ensure that the next Council had the best prospects of operating properly without the dysfunctional nature which the Council just coming to the end of its term had manifested over the period of its life.
- 3 It is interesting to note that there was no enquiry by the Commission as to whether in fact there was dysfunction, but it is fairly clear from the snippets that fell from the lips of the different witnesses that there was. One only has to look at the witness statements in the forms of Records of Interview of at least two of the Councillors to see that they certainly did not appear to be able to express themselves coherently - the Records of Interview were almost impossible to follow. The fact the full dossier of Councillor Young was not put into evidence and that many of his allegations founded on speculation and his interpretations were not followed up provides a graphic demonstration (if that is how he approaches Council matters) of how it could be perceived the Council was dysfunctional - if suggestions of the type he makes in the dossier were passed to the media as fact.
- 4 The good basis for the various statements made in the evidence that some members of the media could not be trusted to report matters accurately finds direct support in the matters mentioned in the first few days of the Hearing when representatives of some of the parties complained to the Commissioner of the misreporting of evidence. It is not to be assumed it was only on these days that this occurred, but representatives decided not to continue this "watchdog" approach on the media.
- 5 This then was the situation which existed when the full range of candidates had announced their intention to run.
- 6 As is conceded by Counsel Assisting there is no evidence that any candidates were approached with a promise of funding to induce them to run.
- 7 There is no doubt that there were suggestions passing between Ray, Power, Robbins, Morgan and perhaps Scott as to what should be done to ensure sensible candidates were elected to give a new Council the best chance of working properly.
- 8 Scott's (that is Quadrant's) interest in the matter was to get some business - the interest was purely financial though Quadrant certainly did seem to have provided some assistance to get some funds and hence ensure they were paid.
- 9 It is just as clear that all of those persons were not '*ad idem*' as to what was being done - Morgan certainly misunderstood the purpose of the meeting of 16<sup>th</sup> December 2003 and was quickly checked by Power. Power made it quite clear that everyone at the meeting

would be running their individual campaigns and in fact the evidence discloses this is just what happened.

- 10 At the 16 December 2003 meeting, the Councillors present provided advice which was clearly mentoring.
- 11 No one suggests there was any pressure to join together with a common election program or a common election policy.
- 12 To suggest that the documents prepared by Morgan showed that they were there meeting to form a group or party is ridiculous in the extreme and would certainly be mischievous having heard all of the evidence. For instance, the items under the heading "Objectives" are quite clearly what Morgan decided following on conferences with Ray and Power and without a complete understanding of the reasons for the meeting. It is pointed out he clearly he had the message that the Councillors and candidates were to be regarded as individuals - see the use of that word in paragraphs 3 and 4. To suggest that they were meeting and formulating a joint policy by identifying "key city issues" is not borne out - only a couple of notations were made as to other key topics and the clear purpose, as evidenced by the numbering, was to have, as it were, voting on the importance of the different issues by numbering them or to see what were the differences in points of view but not to reconcile them to have a joint approach. However even that was not in fact carried out as not all papers were returned and nothing went forward from this exercise. *It must be clear that the issues which were "key" were self evident.*
- 13 There is no evidence that there was any communication amongst the persons present at this meeting, after the meeting and before the next, or indeed at any other time. It is quite clear they were being dealt with by Morgan on a one on one individual campaign basis and the only common material was the use as indicated by Morgan of some common templates.
- 14 There is not one skerrick of evidence that those at the meeting decided to form a group, decided on common policies, decided to back development, or decided if elected to meet and confer and plan strategies - all the evidence is the other way - that is, they were to act independently and apply commonsense and individual conscience in making decisions for the betterment of the GCCC if elected.
- 15 Those who were collecting funds were collecting them solely for the purpose of funding the advertising budgets of the selected candidates.
- 16 It was recognised that there was a necessity for someone to hold those funds, Ray decided this should be Hickey who took the view that he needed nominal clients on whose behalf the funds could be shown as being held. He was in no doubt as to the purposes for which the Trust Fund was created but Hickey had no interest in the matter - he was simply accommodating the interests of one of his (one might think more important) clients, namely Ray. It is tolerably clear that

the account which he opened was indeed a Trust Fund and Hickey, because of the disclosures to him as to why the monies were collected, should have recognised this.

- 17 It is clear that no one was in any doubt as to the purpose for the establishment of the fund nor was it in doubt that Robbins and Power would direct the disbursement of the Fund. It is just as clear that Robbins and Power simply fell into this role as a matter of convenience and without any regard as to possible consequences - after all, they had not in any view of the matter done anything wrong and it could not be suggested that they have even to the present date.
- 18 It is not, as submitted by Counsel Assisting, clear that Morgan regarded Power and Robbins as being the clients but it is just as clear he was anxious to have someone as a client, but this one might think somewhat uncharitably, was really of importance to Quadrant to enable him to bill out his work and further the operation of his computer system required a client.
- 19 The relative unimportance of Power and Robbins being the client for both Hickey and Quadrant is exemplified by the fact that there was no difficulty at all in simply changing the accounts over to Lionel Barden when he agreed to take over the role of Trustee and authoriser of the disbursement of Trust Funds.
- 20 Another feature which reinforces the relative unimportance in the minds of those concerned is the fact that there was no name formally adopted at any stage nor adopted uniformly as the title of the fund. The clear inference appears, that whilst Counsel Assisting belabours the fact that Barden did not know of earlier disbursements or operations on the account, which Barden admitted quite frankly, nevertheless Barden says he was happy, even without that knowledge, to take over the account. Surely that necessarily implies that he was adopting all of the preceding transactions in the account as his own responsibility. With nothing absolutely spelt out in black and white in this regard, can Hickey, who was not asked for transactions in and out of the account but only transactions out of the Lionel Barden Trust (See the letter 11 April 2005 referred to in Counsel Assisting's submission pp59-60) really be criticised for providing all of the details in one account knowing, as he said in evidence and as is supported by that Exhibit, that the Commission wanted to know where moneys had gone and by supplying only the entries after Barden took over he understandably felt that the Commission would not be getting the full picture.
- 21 Moneys were gathered, sent to Hickey Lawyers, put into the separate Trust Fund in their Trust Account (as discussed above) in the disclosure period.

## Group

Given the apparent approach by Counsel Assisting it is necessary to consider whether some or all of the persons at the meeting of 16 December 2003 could properly be regarded as a group. This is necessary so as to see whether the obligations imposed by Section 427A needed be complied with by any members so identified if it is also found there were gifts made to that group. At the outset it should be made plain that the submission is there is no such group, even though Counsel Assisting in his submissions chooses to use that term.

It is firstly necessary to look at the various definitions available as to the meaning of a group.

The Oxford Dictionary defines a group as

“Any assemblage of persons or things; cluster; aggregation; number of persons or things ranged or considered together as being related in some way, a classification more limited than a branch; number of businesses, companies etc., administratively and financially connected.”

The term is defined in the Macquarie Dictionary Second Edition as per the attached sheet marked “G1”

The ANB definition is attached and marked “G2”.

A search of the definition on Google has produced the results which are attached and marked “G3”.

It is submitted that for there to be a group the persons under consideration must have something in common - eg.

- A common interest -
  - In an objective or outcome
  - As an objective study
  - As an object of enjoyment (art, music etc)
  - In personal performance (band, sporting team etc)
  - To adopt rules, constitution etc voluntarily to bind them together
  - Or merely by positional location;
- Physically objective attributes;
- Be factually connected in some way or ways.

This is not intended to be exhausted but rather explanatory.

Turning to the persons at the meeting, the following groups can be properly identified:-

- A group of existing Councillors (consisting of Power, Robbins and Shepherd) interested in mentoring and providing assistance by way of advice to candidates;
- Candidates interested in acquiring knowledge from old campaigners;

- Candidates interested in receiving advice from a public relations/promotional persons with no political interests;
- A group of persons aspiring to Council office who were all independent and desire to remain independent in their campaigns;
- A group of Councillors (Power and Robbins) interested in raising funds for candidates.

Having thus identified the possible groupings, it can be seen that there is no one group which included all of the persons as a group within the purview of Section 427A.

There is simply no identifiable group, purpose or interest, other than one which all candidates for election as Councillors would individually have, namely to honestly and properly represent the electorate if elected.

### Third Party Returns

Counsel Assisting the Inquiry sets about his task by proceeding with a statement as to what the Handbooks say rather than basing his submissions on the Legislation.

It is submitted that the Legislation is clear and should not be interpreted in the strained way that the unknown authors of the Handbooks have done. As set out above, it must be quite clear that funds held in a Solicitor's Trust Account in the circumstances here clearly constitute a Trust Fund. Hickey (and hence his partners) being the person(s) who are the only persons legally entitled to deal with funds which make their way into the particular account/part of the Hickey Lawyers Trust Account know the purpose for which the funds have been provided - namely, the provision of financial support for certain selected candidates for the 2004 Gold Coast City Council Election. It matters not what Hickey may have rejected as being a legal proposition - it is a matter of law that the funds in the particular account, whatever the title, constitute a Trust Fund and the trustees of that Fund, who are in fact Hickey and his partners, can only disburse those funds in accordance with the purposes for which the funds were put into their hands. Hickey's view T631 is not shared by Chalmers T721. That Robbins and Power, and later Barden may have been the persons to give directions or requests as to disbursement of the funds is not to the point. Further, it is not to the point that the identity of those directing disbursements may have changed - the Trust Fund did not change - and it is not for the Chief Executive Officer to conduct some kind of unauthorised inquiry or examination as to names of the persons who provided the funds which went into that Trust Fund - Section 414(b) is quite clear as to what is to be provided in a Return by whoever provides the Return in relation to that Trust Fund, namely:-

- (i) the names and residential or business addresses of the Trustees of the Fund or other persons responsible for the funds of the foundation; and
- (ii) the title or other description of the Trust Fund or the name of the foundation.

In fact, as the evidence shows, the CEO through the City Solicitor, did raise with Hickey Lawyers the question of making a third party return. The CEO's delegate, Tony Davis, raised questions with Mal Chalmers (T720).



The following is advanced by way of an example. If funds are collected from owners of rottweillers for the creation of a fund to defend Council prosecutions against rottweiler owners, and are placed in a Solicitor's Trust Account and the person charged with the giving of directions as to the disbursements to the Solicitors in who Trust Accounts the funds are deposited should die, so it became necessary to appoint another to direct disbursements, it could not be suggested that the Trust Fund changed in any way. The Solicitors would be obliged to see that moneys were disbursed solely to those persons defending Council prosecutions in relation to rottweiler dogs, and they would be in breach of trust if they allowed funds to be disbursed otherwise.

It is important to note in the scenario outlined, that the person who has the power of direction as to how funds are to be disbursed, is quite separate and distinct from the trustees of the Fund who are the Solicitor partners of the firm in which the Trust Fund is held. The latter do, as I submit, have the obligation of paying out only for the purposes for which they are informed the funds are put into their trust account.

### Submission on Corruption of Electoral Process

Counsel Assisting submits that the similarities between the Gold Coast City Council Election and the findings in the Tweed Shire Council report as opened still remain at the conclusion of the evidence in the Commission. This is clearly not the case. The alleged similar factors are:

1 *There was a group formed to get a pro-development council elected.*

There is no such evidence. There is no evidence of a group being formed. There is no evidence those at the meeting on 10 December 2003 were pro-development. Rather the emphasis was that they would approach all matters sensibly. That was their obligation under the Local Government Act in any event ie. to act honestly.

2 *There was a well resourced substantial campaign conducted by the group.*

Again, there is no evidence there was a group and no evidence of a group campaign being conducted.

3 *Candidates mislead the community by promoting themselves as "independent".*

The candidates in the Gold Coast City Council Election were indeed independent. This is the evidence and there is no conclusion which can be drawn otherwise.

4 *The candidates concealed from the community information on the existence, funding base, membership and structures of the group.*

Again, there is no group established on the evidence. There is no evidence of any structure of a group or of membership of a group. There is certainly no evidence of a funding base for a group since there is no evidence of the existence of a group at all. This, it must be pointed out, is certainly true of

what has occurred since the alleged members of the alleged group were elected.

5 *The group funding came entirely from developer interests.*

There was no group funding. The funding that was provided to some candidates (four in number) did not come entirely from developer interests but came from business interests. In any event, in point of fact, developers are merely a sub-branch of the business community and should not be regarded in some condescending if not disparaging way as has been obvious is the approach of Counsel Assisting throughout the Inquiry.

6 *Councillors in receiving donations put themselves in potential position of conflict of interest in their role as councillors.*

The elected Councillors (or at least the majority of them) all received donations. They did not, thereby necessarily, put themselves in a potential position of conflict of interest in their role as Councillors.

Indeed, the Local Government Act recognises that Councillors may have a situation of conflict and specifically provides that it is for each Councillor to determine whether or not that Councillor has a conflict of interest. It should also be pointed out that that does not preclude them from voting.

7 *Candidates were not aware of the detail of donors in an attempt to avoid being compromised.*

This is partially correct. However, some of the candidates were fully aware of the detail of donors (eg Councillor Power, who was also a candidate).

8 *Parallel negative campaigns attacked other candidates running against members of the group.*

Again, there is no evidence of a group. There is evidence of two negative campaigns which attacked two sitting Councillors against whom two candidates present at the 16 December 2003 meeting were running. It must be pointed out that there is an amazing level of suspicion on the part of Counsel Assisting demonstrated by the second full paragraph after the listing of the 8 points.

Counsel Assisting speculates that the reason no favouritism has been shown is because of the media coverage prior to and subsequent to the Gold Coast City Council, and the examination of the Tweed Shire Council election. Counsel Assisting completely ignores the compelling evidence of the checks and balances about which evidence was given, in particular by Councillors Shepherd and Power, and of the commonsense approach that one would have to have extremely and unbelievably deep pockets to get around the numbers of persons who take part in the assessment of an application and make recommendations in respect of it. The suggestions contained in the next paragraph are pure "poppycock".

The mental and verbal gymnastics to turn these group activities into a "pro-development voting block" as performed by the press reporters (and even continued by implication, suggestment, statement and contention by Counsel

Assisting) is absolutely without evidential foundation. It is suspicion based really on a pre-conceived notion, fuelled by non-justifiable comparison with a completely different situation in the Tweed Shire.

The construct necessary to arrive at these alleged group activities was a plot truly worthy of a Brothers Grimm tale or perhaps even a Mel Brookes screenplay saga.

The fundamental and essential difference is that there was a group in the Tweed formed for the purpose and with an essential plank in their platform and advertising of promoting development interests.

It is, in the circumstances, perhaps appropriate to proffer a few words about developers.

Developers have been much maligned in the press and through this hearing. This has occurred by implication which seems to be that they constitute some lower class in the business world, whose interests are not co-incident with those of the public in the area where they do their business. Such implication is naïve and mal informed. If they develop projects in a manner unattractive to the public perception of what is good development, which clearly means in line with the governing body's (Council's) requirements, they will not have any clients and hence no sales, and would continually be demolishing their non-complying developments!! The real world facts show by the advertising of their developments, (which we see daily), developers are only too aware of these realities. Of course they are in business to make a profit, but can only hope to do so if they address those realities. They want the governing body to apply commonsense to meet and balance a wide range of different and often conflicting interests in development. So too does the public.

A good example is the Yarrayne application. The Council Planning Officers concerned recommended reducing the lot yield to provide additional sedimentation retention areas. Whether this was required, as a matter of fairness (to the developer) and good planning for the community was examined. Power has undisputedly good planning knowledge (see his honorary membership). He saw that, looking at the catchment holistically, there was more than adequate sedimentation retention provision (detention basins) already in existence in Council controlled (low lying) parkland **IN RESPECT OF WHICH IT SHOULD BE REMEMBERED, THE COUNCIL ALREADY HAD THE OBLIGATION TO MAINTAIN AND DEVELOP.** Why, rhetorically, would any sensible Council add further unnecessary areas to such a maintenance burden. The Council officer involved was not coerced in any way, but saw the wisdom, and agreed the condition should be changed, quite apart from the other question of inconsistency as between different conditions. The notation on the minutes showed what had been done. Those disaffected councillors were clearly "making waves" and/or "muddying the waters" when there was not, on any view, any "water" to be found on any balanced reasoned and sensible consideration of the facts. A better outcome was obtained from all viewpoints.

**CONCLUSIONS**

- 1 It is not in this submission intended to address political issues which I understand will be dealt with by Counsel for the Local Government Association of Queensland, which is far more appropriate given the position and identity of the person on whose behalf these submissions are made.
- 2 If proper and timely consideration had been given to the law applying to what constitutes electoral bribery and false and misleading statements by candidates, (seemingly now conceded by Counsel Assisting not to be shown in accordance with the applicable law), considerable evidence need not have been given.
- 3 Any breaches by candidates or Councillors in their obligations concerning returns are truly relatively trivial and should be treated in the same way Counsel Assisting has recommended where breaches have been established. Any breaches would really result from understandable confusion as to who should be shown as the donor of the gift.
- 4 Similar comments apply as to those who it may be found should have put in third party returns, particularly given the genuine debate as to what the Legislation (rather than the Handbook) requires in this regard.
- 5 The Commission should find that there was no group as defined in the Legislation and hence no group or developer orientated block ("bloc") as described in the media.
- 6 The Commission should find there is no evidence to support official misconduct findings under the Terms of Reference.

J R WEBB  
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CHIEF EXECUTIVE OFFICER  
GOLD COAST CITY COUNCIL

3 February 2006

**groundsheet** /'graundʃi:t/, *n.* a waterproof sheet spread on the ground to give protection against dampness.

**ground-shock effect** /'graund-ʃɒk ə'fekt/, *n.* the destruction or damage of buildings, etc., as a result of shock waves transmitted through the ground (opposed to **blast effect**).

**groundsmen** /'graundzmen/, *n., pl. -men.* a man responsible for the care and maintenance of a cricket ground, sports field, etc.

**groundspeed** /'graundspi:d/, *n.* the speed of an aircraft in reference to the ground. Cf. **airspeed**.

**ground squirrel** /'graund skwɪrəl/, *n.* any of various terrestrial rodents of the squirrel family, as of the genus *Tamias* (chipmunks) and of the genus *Citellus* (or *Spermophilus*).

**ground staff** /'graund staf/, *n.* mechanics on an airfield responsible for the maintenance of aircraft; non-flying personnel on an airfield.

**ground state** /'graund steɪt/, *n.* the lowest and most stable energy state of a particle, nucleus, atom, or molecule.

**ground station** /'graund steɪʃən/, *n.* → **earth station**.

**ground stroke** /'graund stroʊk/, *n.* a tennis stroke played close to the ground immediately after the ball has bounced. Also, **ground shot**.

**ground swell** /'graund swel/, *n.* 1. a broad, deep swell or rolling of the sea, due to a distant storm or gale. 2. (*fig.*) a strong movement of public opinion.

**ground water** /'graund wɔ:tə/, *n.* the water beneath the surface of the ground, consisting largely of surface water that has seeped down.

**ground wave** /'graund weɪv/, *n.* that portion of a transmitted radio wave that travels near the surface of the earth.

**groundwork** /'graundwɜ:k/, *n.* the foundation, base, or basis of anything.

**ground zero** /'graund zɪərəʊ/, *n.* the point on the surface of the earth directly below the point at which a nuclear weapon explodes, or the centre of the crater if the weapon is exploded on the ground. Also, **surface zero**.

**group** /gru:p/, *n.* 1. any assemblage of persons or things; cluster; aggregation. 2. a number of persons or things ranged or considered together as being related in some way. 3. *Ethnol.* a classification more limited than a branch. 4. a number of businesses, companies, etc., administratively and financially connected. 5. *Chem.* a number of atoms in a molecule connected or arranged together in a particular manner; a radical: *the hydroxyl group*, -OH. b. a vertical column of the periodic table containing elements with similar properties. 6. *Linguistics.* a. a subdivision of a family, usu. the greatest. b. any grouping of languages, whether geographically, on the basis of relationship, or otherwise. 7. *Geol.* a division of stratified rocks comprising two or more formations. 8. *Mil.* a. an ad hoc military force of mixed arms and services, based on a standard combat unit or sub-unit. b. (in the Royal Australian Air Force) an operational or administrative subdivision of a command. 9. *Music.* a section of an orchestra, comprising the instruments of the same class. 10. a collection of musicians who generally play pop music: *pop group*, *rock group*. 11. → **blood group**. 12. a grouping of plants or animals which have similar characteristics but which are not related under a taxonomic classification. -*vt.* 13. to place in a group, as with others. 14. to arrange in or form into a group or groups. -*vi.* 15. to form a group. 16. to be part of a group. [F *grupe*, from It. *gruppo*; of Gmc orig.]

**group captain** /'gru:p kəptɪn/, *n.* a commissioned rank in the Royal Australian Air Force above that of wing-commander and below air commodore; equivalent to colonel, in the army and captain in the navy.

**group certificate** /'gru:p sətɪfɪkət/, *n.* a certificate issued by an employer to an employee at the end of a financial year or on termination of employment, detailing gross income, tax paid, contributions to superannuation, etc.

**grouper** /'gru:pə/, *n., pl. -pers.* (*esp. collectively*) -*per.* any of various often large fishes, of *Epinephelus* and related genera, found in warm seas. [Fg. *garupa*, orig. uncert.]

**grouper** /'gru:pə/, *n.* 1. one who supports or belongs to the Industrial Groups, which were formed within trade unions for the purpose of containing or removing communist influence within them. 2. any member of a right-wing faction in the Australian Labor Party which established groups within trade unions in the 1940s to fight communist influence, or a member of the Democratic Labor Party (formed 1957) engaged in similar activities.

**grouper** /'gru:pə/, *n.* W.A. → **group settler**.

**group grope** /'gru:p 'gru:p/, *n.* *Colloq.* sexual intercourse mutually undertaken at the same time by three or more people.

**group house** /'gru:p haʊs/, *n.* a residential facility which gives the residents, who have a physical or mental disability, the opportunity to live relatively independently in the general community through mutual support and interaction with that community. Also, **community house**, **group home**.

**groupie** /'gru:pi/, *n.* *Colloq.* a girl who travels with and makes herself available sexually to the male members of a pop or rock group.

**groupie** /'gru:pi/, *n.* 1. W.A. → **group settler**. 2. an ardent admirer or hanger-on of celebrities, in such fields as sport, politics, etc.

**grouping** /'gru:pɪŋ/, *n.* 1. the act of forming a group. 2. an arrangement in a group.

**group marriage** /'gru:p 'mæɪrɪdʒ/, *n.* a form of marriage in which a group of males are united with a group of females to form a single conjugal unit.

**group practice** /'gru:p 'præktɪs/, *n.* a medical practice run by a group of doctors in partnership.

**group settlement** /'gru:p 'setlmənt/, *n.* W.A. a 1920s settlement scheme whereby the underdeveloped south-western Western Australia was to be settled by British immigrants.

**group settler** /'gru:p 'setlə/, *n.* W.A. a member of a group settlement.

**group stoop** /'gru:p 'stʊp/, *n.* → **gang bang**.

**group therapy** /'gru:p 'θerəpi/, *n.* the treatment of a group of psychiatric patients in sessions which all attend and in which problems are shared and discussed.

**group velocity** /'gru:p vɔ:'lɒsəti/, *n.* (in waves whose phase velocity varies with wavelength) a non-sinusoidal disturbance which will travel at a velocity different from the phase velocity.

**grouse** /'graus/, *n., pl. grouse.* any of various gallinaceous birds of the family Tetraonidae, of the Northern Hemisphere, including important game species as the **red grouse**, *Lagopus scoticus*, of Britain, the **ruffed grouse**, *Bonasa umbellus* of North America, and the **capercaillie**. [orig. uncert.]

**grouse** /'graus/, *v.* **groused**, **grousing**, *n.* *Colloq.* -*vi.* 1. to grumble; complain. -*n.* 2. a complaint. [orig. unknown. Cf. GROUCH] -**grouser**, *n.*

**grouse** /'graus/, *adj.* *Colloq.* 1. very good. 2. **extra grouse**, excellent.

**grout** /graut/, *n.* 1. a thin coarse mortar poured into the joints of masonry and brickwork. 2. a fine finishing plaster for walls and ceilings. -*vt.* 3. to fill up, form or finish the spaces between (stones, etc.) with grout. [OE *grūt*; akin to GRITS, GROATS, and GRIT]

**Grout** /graut/, *n.* Wally (Arthur Theodore Wallace Grout, *The Grix*), 1927-68, Australian Test cricketer.

**grouter** /'grautə/, *n.* *Colloq.* 1. an unfair advantage. 2. **come in or be on the grouter**, *a.* to take an unfair advantage of a situation. **b.** (in two-up) to bet on a change in the fall of the coins.

**grove** /'grouv/, *n.* a small wood or plantation of trees. [ME; OE *graf*]

**grovel** /'grɒvəl/, *vi.* -**elled**, -**elling** or (*US.*) -**eled**, -**eling**. 1. to humble oneself or act in an abject manner, as in fear or in mean servility. 2. to lie or move with the face downwards and the body prostrate, esp. in abject humility, fear, etc. [backformation from *groveling*, adv. (from obs. *grufe* face down (from Scand.) + -LING<sup>2</sup>), taken for ppr.]

**Grover** /'grouvə/, *n.* Monty (Montague MacGregor Grover), 1870-1943, Australian journalist and novelist; editor of several newspapers and author of *The Time is Now Ripe* (1937).

**Groves** /'grouvz/, *n.* Sir Charles, born 1915, English orchestral conductor.

**grow** /'grəʊ/, *v.* **grew**, **grown**, **growing**. -*vi.* 1. to increase by natural development, as any living organism or part by assimilation of nutriment; increase in size or substance. 2. to arise or issue as from a germ, stock, or originating source. 3. to increase gradually; become greater. 4. to become gradually attached or united by or as by growth. 5. to come to be, or become, by degrees: *to grow old*. 6. **grow like Topsy**, *Colloq.* to grow in an unplanned, random way. 7. **grow on**, *a.* to obtain an increasing influence, effect, etc. **b. to win the affection or admiration of by degrees. 8. **grow out of**, *a.* to become too big or too mature for; outgrow. **b. to develop from; originate in. 9. **grow up**, *a.* to increase in growth; attain maturity. **b. to spring up; arise. -*vt.* 10. to cause to grow: *he grows corn*. 11. to allow to grow: *to grow a beard*. 12. to cover with a growth (used in the passive): *a field grown with corn*. [ME *growe(n)*, OE *grōwan*, akin to D *groeien*, OHG *gruwan*, Icel. *gróa*. Cf. GRASS, GREEN]******

**grower** /'grəʊə/, *n.* 1. one who grows anything. 2. a plant that grows in a certain way: *a quick grower*.

**growing pains** /'grəʊɪŋ peɪnz/, *n. pl.* 1. dull, indefinite pains in the limbs during childhood and adolescence, often popularly associated with the process of growing. 2. difficulties attending any new project.

**growl** /graʊl/, *vi.* 1. to utter a deep guttural sound of anger or hostility: *a dog growls*. 2. to murmur or complain angrily; grumble. 3. to rumble. -*vt.* 4. to express by growling. -*n.* 5. the act or sound of growling. 6. *Colloq.* female pudendum. [ME *growle* rumble (said of the bowels), c. G *grollen* rumble] -**growlingly**, *adv.* -**growler**, *n.*

**grown** /'grəʊn/, *adj.* 1. advanced in growth: *a grown boy*. 2. arrived at