UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 10-Q

(MARK ONE)

[X] QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934.
FOR THE QUARTER ENDED DECEMBER 31, 1997

OR

[ ] TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934.

FOR THE TRANSITION PERIOD FROM TO

COMMISSION FILE NUMBER 0-015144

GARTNER GROUP, INC.
(Exact name of Registrant as specified in its charter)

Delaware	04-3099750
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification Number)

P.O. Box 10212 56 Top Gallant Road Stamford, CT	06904-2212
(Address of principal executive offices)	(Zip Code)

Registrant's telephone number, including area code: (203) 316-1111

Indicate by check mark whether the Registrant (1) has filed all reports to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. YES X NO .

The number of shares outstanding of the Registrant's capital stock as of December 31, 1997 was 99,097,056 shares of Common Stock, Class A.

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PART I FINANCIAL INFORMATION
ITEM 1 Financial Statements

GARTNER GROUP, INC.

Consolidated Balance Sheets
(In thousands, except share data)

	December 31, 1997	September 30, 1997
ASSETS		
Current assets:		
Cash and cash equivalents	$147,274	$142,415
Marketable securities	29,192	28,639
Fees receivable, net	216,114	205,760
Deferred commissions	19,167	23,019
Prepaid expenses and other current assets	27,609	25,775
Total current assets	439,356	425,608
Long-term marketable securities	17,952	17,691
Property, equipment and leasehold improvements, net	44,899	44,102
Intangible assets, net	136,304	132,195
Other assets	38,129	25,716
Total assets	$676,640	$645,312
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities:		
Accounts payable and accrued liabilities	$78,982	$ 85,411
Commissions payable	7,994	16,979
Accrued bonuses payable	5,829	15,722
Deferred revenues	245,282	254,071
Total current liabilities	338,087	372,183
Long-term deferred revenues	3,933	3,259
Commitments and contingencies		
Stockholders' equity:		
Preferred stock	-	-
Common stock: $.0005 par value	55	54
Additional paid-in capital	219,313	179,017
Cumulative translation adjustment	(2,289)	(1,098)
Accumulated earnings	130,782	105,138
Treasury stock, at cost	(13,241)	(13,241)
Total stockholders' equity	334,620	269,870
Total liabilities and stockholders' equity	$676,640	$645,312

See accompanying notes.

GARTNER GROUP, INC.

Consolidated Statements of Operations
(In thousands, except per share data)

	For the three months ended December 31, 1997	1996
Revenues:		
Advisory and measurement	$115,989	$92,090
Learning	4,963	4,064
Other, principally consulting and conferences	41,715	29,213
Total revenues	162,667	125,367
Costs and expenses:		
Cost of services and product development	66,403	50,523
Selling, general and administrative	48,995	39,234
Depreciation	3,940	2,595
Amortization of intangibles	2,184	1,496
Total costs and expenses	121,522	93,848
Operating income	41,145	31,519
Interest income, net	2,202	1,316
Income before provision for income taxes	43,347	32,835
Provision for income taxes	17,703	13,793
Net income	$25,644	$19,042
Earnings per common share:		
Basic	$0.26	$0.20
Diluted	$0.25	$0.19
Weighted average common shares outstanding:		
Basic	97,838	93,327
Diluted	104,412	101,951

See accompanying notes.

GARTNER GROUP, INC.

Condensed Consolidated Statements of Cash Flows
(In thousands)

	For the three months ended December 31,	
	1997	1996
Operating activities:		
Cash (used in) provided by operating activities	$(10,276)	$9,161
Investing activities:		
Payment for businesses acquired (excluding cash acquired)	(6,537)	--
Investments in unconsolidated subsidiaries	(10,507)	(1,500)
Addition of property, equipment and leasehold improvements, net	(4,359)	(2,921)
(Purchase) sale of marketable securities, net	(814)	9,784
Loans to officers	(2,475)	--
Other investing	--	(204)
Cash (used in) provided by investing activities	(24,692)	5,159
Financing activities:		
Issuance of common stock	16,165	5,174
Tax benefits of stock transactions with employees	24,131	7,639
Cash provided by financing activities	40,296	12,813
Net increase in cash and cash equivalents	5,328	27,133
Effect of exchange rates on cash and cash equivalents	(469)	(191)
Cash and cash equivalents, beginning of period	142,415	96,755
Cash and cash equivalents, end of period	$147,274	$123,697

See accompanying notes.

GARTNER GROUP, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Note 1 - Interim Consolidated Financial Statements

These interim consolidated financial statements have been prepared in accordance with generally accepted accounting principles for interim financial information and with the instructions to Form 10-Q and should be read in conjunction with the consolidated financial statements and related notes of Gartner Group, Inc. (the "Company") on Form 10-K for the fiscal year ended September 30, 1997. In the opinion of management, all adjustments (consisting of normal recurring adjustments) considered necessary for a fair presentation of financial position, results of operations and cash flows at the dates and for the periods presented have been included. The results of operations for the three month period ended December 31, 1997 may not be indicative of the results of operations for the remainder of fiscal 1998.

Note 2 - Loans to Officers

On December 18, 1997, with the Board of Directors approval, the Company provided additional loans totaling approximately $2.5 million to certain officers to facilitate the purchase of common stock arising out of the exercise of stock options. The loan proceeds were not used to fund the option exercise price of the common stock acquired. The loans are full recourse obligations to the officers and are also secured by shares of the Company's stock held by the officers. The loans bear interest at an annual rate of 5.6% and mature on December 17, 1999. The principal amount of the loans are included in Other Assets on the December 31, 1997 Consolidated Balance Sheet.

Note 3 - Acquisitions

On October 29, 1997, the Company acquired a 32% membership interest in Jupiter Communications, LLC ("Jupiter") for $8.0 million in cash. Jupiter is a provider of analyst-based research and strategic planning services to the consumer and Internet and interactive industry. This investment will be accounted for under the equity method.

In addition, during the first quarter of fiscal 1998, the Company completed additional acquisitions for consideration of $6.5 million in cash. These acquisitions have been accounted for under the purchase method and substantially all of the purchase price has been assigned to goodwill.

On January 30, 1998, the Company acquired all the assets and assumed the liabilities of Interpose, Inc., for $7.5 million in cash and $0.5 million in Class A Common Stock of the Company. Interpose, Inc. is a leading provider of total cost of ownership (TCO) measurement and analysis tools and training.

ITEM 2 Management's Discussion and Analysis of Financial Condition and Results of Operations

The discussion and analysis below contains trend analysis and other forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended. Actual results could differ materially from those projected in the forward-looking statements as a result of the risk factors set forth below under "Quarterly Operating Income Trends," "Other Factors that May Affect Future Performance" and elsewhere in this report.

RESULTS OF OPERATIONS

The following table sets forth certain results of operations as a percentage of total revenues:

	For the three months ended December 31,	
	1997	1996
Revenues:		
Advisory and measurement	71.3 %	73.5 %
Learning	3.1	3.2
Other, principally consulting and conferences	25.6	23.3
Total revenues	100.0	100.0
Costs and expenses:		
Cost of services and product development	40.8	40.3
Selling, general and administrative	30.1	31.3
Depreciation	2.4	2.1
Amortization of intangibles	1.3	1.2
Total costs and expenses	74.7	74.9
Operating income	25.3	25.1
Interest income, net	1.4	1.1
Income before provision for income taxes	26.6	26.2
Provision for income taxes	10.9	11.0
Net income	15.8 %	15.2 %

TOTAL REVENUES increased 30% to $162.7 million for the first quarter of fiscal 1998 from $125.4 million for the first quarter of fiscal 1997. This growth consisted of a 26% increase in advisory (excluding consulting) and measurement services, a 22% increase in learning revenue and a 43% increase in other revenue (principally from consulting services and conferences). Advisory and measurement services encompass services which, on an ongoing basis, highlight industry developments, review new products and technologies, provide quantitative market research, analyze industry trends within a particular technology or market sector and provide comparative analysis of the information technology operations of organizations. Learning represents technology-based training products and related services. The Company enters into annual renewable contracts for advisory and measurement services and learning products ("AML"). Revenues from advisory and measurement services as well as learning are recognized as services and products are delivered, and as the Company's obligation to the client is completed over the contract period. The increase in AML revenues reflects the combined successes of increased penetration of the existing client base, investments in overseas distribution and incremental revenue from current and prior year acquisitions.

Contract value increased 37% to $519.7 million at December 31, 1997 versus $380.0 million at December 31, 1996. The Company believes that contract value, which is calculated as the annualized value of all advisory, measurement and learning contracts in effect at a given point in time, without regard to the duration of the contracts outstanding at such time, is a significant measure of the Company's volume of business. Historically, a substantial portion of client companies have renewed these services and products for an equal or higher level of total value each year, and annual revenues from these services in any fiscal year have approximated contract value at the beginning of the fiscal year. As of December 31, 1997, 85% of the Company's clients had renewed one or more services in the last twelve months. However, this renewal rate is not necessarily indicative of the rate of retention of the Company's revenue base, and contract value at any time may not be indicative of future AML revenues or cash flows if the rate of renewal of contracts, or the timing of new business were to significantly change during the following twelve months compared to historic patterns. Total deferred revenues of $249.2 million and $257.3 million at December 31, 1997 and September 30, 1997, respectively, as presented in the Company's Consolidated Balance Sheets, represent unamortized revenues from AML services and products plus unamortized revenues of certain other products and services not included in AML services and products. Deferred revenues do not directly correlate to contract value as of the same date, since contract value represents an annualized value of all outstanding contracts without regard to the duration of such contracts, and deferred revenue represents unamortized revenue remaining on all outstanding contracts including AML and certain other services and products not included in AML revenue.

Other revenues for the first quarter of fiscal 1998 increased 43% to $41.7 million compared to $29.2 million for the first quarter of fiscal 1997. Other revenues consist principally of revenues from consulting engagements and conferences. The increase of $12.5 million for the first quarter of fiscal 1998 over the first quarter of fiscal 1997 was primarily due to increased revenues from the Company's Symposia conferences and ITxpo exhibition events held annually during the first quarter of the fiscal year. Consulting services also contributed to the revenue growth for the first quarter of 1998 compared to the first quarter of 1997 as a result of the expansion of consulting services to new geographic regions and incremental revenue from fiscal 1997 and 1998 acquisitions.

OPERATING INCOME rose 31% to $41.1 million, for the first quarter of fiscal 1998, from $31.5 for the first quarter of fiscal 1997. Operating income has increased reflecting continued revenue growth coupled with controlled spending that has allowed the Company to gain economies of scale through the leveraging of its resources (additional revenues have been generated using essentially the same resources) while investing in both the Learning business as well as global product and distribution expansion. Although Datapro Information Services, Inc. ("Datapro"), which was acquired in August 1997, had an adverse effect on first quarter operating margins due to costs associated with the initial stages of integration, operating income as a percent of revenues increased to 25.3% for the first quarter of 1998 from 25.1% for the first quarter of 1997. The effect of fluctuations in foreign exchange rates did not have a significant impact on operating income during the first quarter of fiscal 1998.

While costs and expenses increased to $121.5 million in the first quarter of fiscal 1998 from $93.8 million in the first quarter of fiscal 1997, such costs have remained a consistent 75% of total revenues. The increase in cost of services and product development expenses to $66.4 million for the first quarter of fiscal 1998 from $50.5 million for the first quarter of fiscal 1997 reflects the need to provide additional support to the growing client base, including investment in product development costs (particularly for technology-based training products) and costs associated with conferences. Selling, general and administrative expenses, which were $49.0 million and $39.2 million for the first quarter of fiscal 1998 and 1997, respectively, increased as a result of the Company's continuing expansion of worldwide distribution channels and resulting commissions earned on the revenue generated and due to additional selling and marketing costs associated with acquisitions. Although the Company has added general and administrative resources to support the growing revenue base, and has incurred additional costs associated with the general and administrative expenses of acquired companies, it has benefited from economies of scale and leveraging of its general and administrative staff and facilities. Consequently, selling, general and administrative expenses were 30% of total revenues for the first quarter of fiscal 1998 as compared to 31% for the same period in the prior fiscal year.

Depreciation expense increased to $3.9 million for the first quarter of fiscal 1998 from $2.6 million for the first quarter of 1997 due primarily to capital spending required to support business growth. Amortization of intangibles increased by $0.7 million for the first quarter of fiscal 1998 as compared to the same period in fiscal 1997, reflecting primarily goodwill associated with fiscal 1997 acquisitions.

INTEREST INCOME, NET was $2.2 million for the first quarter of fiscal 1998, up from $1.3 million from the first quarter of fiscal 1997. This improvement resulted from interest income accumulating on the Company's total cash, cash equivalents and marketable securities ($194.4 million at December 31, 1997, versus $147.0 million at December 31, 1996 and $188.7 million at September 30, 1997) and changes in the mix to long-term investments which generally have higher interest yields.

PROVISION FOR INCOME TAXES increased to $17.7 million in the first quarter of fiscal 1998, compared to $13.8 million for the first quarter fiscal 1997. The effective tax rate for the first quarter of fiscal 1998 was 41%, a decrease from 42% for the same period last fiscal year. The decrease in the effective tax rate is due to on-going tax planning initiatives.

DILUTED EARNINGS PER COMMON SHARE increased 32% to 25 cents per common share for the first quarter of fiscal 1998, compared to 19 cents for the first quarter of fiscal 1997. Basic earnings increased 30% to 26 cents per common share for the first quarter of fiscal 1998 from 20 cents for the first quarter of fiscal 1997.

QUARTERLY OPERATING INCOME TRENDS. Historically, the Company has realized significant renewals and growth in contract value at the end of quarters. The fourth quarter of the fiscal year typically is the fastest growth quarter for contract value and the first quarter of the fiscal year typically represents the slowest growth quarter as it is the quarter in which the largest amount of contact renewals are due. As a result of the quarterly trends in contract value and overall business volume, fees receivable, deferred revenues, deferred commissions and commissions payable reflect this activity and typically show substantial increases at quarter end, particularly at fiscal year end. All contracts are billable upon signing, absent special terms granted on a limited basis from time to time. All contracts are non-cancelable and non-refundable, except for government contracts which have a 30-day cancellation clause, but which have not produced material cancellations to date. The Company's policy is to record at the time of signing of an AML contract the entire amount of the contract billable as deferred revenue and fees receivable. The Company also records the related commission obligation upon the signing of the contract and amortizes the corresponding deferred commission expense over the contract period in which the related AML revenues are earned and amortized to income.

Historically, AML revenues have increased significantly in the first quarter of the ensuing fiscal year over the immediately preceding quarter and other revenues have increased similarly due to annual conferences and exhibition events held in the first quarter. Additionally, operating income margin (operating income as a percentage of total revenues) typically improves in the first quarter of the fiscal year versus the immediately preceding quarter. The operating income margin improvement in the first quarter of the fiscal year is due to the increase in operating income generated on the first quarter Symposia and ITxpo exhibition events plus an increase in AML revenue upon which the Company is able to further leverage its selling, general and administrative expenses. The Company does not expect the operating income improvement realized in the first quarter of fiscal 1998 to be as significant in the next three quarters of this fiscal year as the operating income margins on the ITxpo event in the first fiscal quarter are higher than on conferences and other events held later in the fiscal year. Therefore, the operating income for the first quarter of fiscal 1998 may not be indicative of the quarterly operating income results for the remainder of fiscal 1998.

OTHER FACTORS THAT MAY AFFECT FUTURE PERFORMANCE. The Company's future operating results will depend upon the Company's ability to continue to compete successfully in the market for information products and services. The Company faces competition from a significant number of independent providers of similar services, as well as the internal marketing and planning organizations of the Company's clients. The Company also competes indirectly against other information providers, including electronic and print media companies and consulting firms. In addition, there are limited barriers to entry into the Company's market and additional new competitors could readily emerge. There can be no assurance that the Company will be able to continue to provide the products and services that meet client needs as the Information Technology ("IT") market rapidly evolves, or that the Company can otherwise continue to compete successfully. In this regard, the Company's ability to compete is largely dependent upon the quality of its staff of IT analysts. Competition for qualified analysts is intense. There can be no assurance that the Company will be able to hire additional qualified IT analysts as may be required to support the evolving needs of customers or any growth in the Company's business. Any failure to maintain a premier staff of IT analysts could adversely affect the quality of the Company's products and services, and therefore its future business and operating results. Additionally, there may be increased business risk as the Company expands product and service offerings to smaller domestic companies. The Company's operating results are also subject to risks inherent in international sales, including changes in market demand as a result of exchange rate fluctuations, tariffs and other barriers, challenges in staffing and managing foreign sales operations, and higher levels of taxation on foreign income than domestic income. Further expansion would require additional management attention and financial resources.

The Company has expanded its presence in the technology-based training industry. The success of the Company in the technology-based training industry will depend on its ability to compete with vendors of these products and services which include a range of education and training specialists, hardware and system manufacturers, software vendors, system integrators, dealers, value-added resellers and network/communications vendors, certain of whom have significantly greater product breadth and market presence in the technology-based training sector. There can be no assurance that the Company will be able to provide products that compare favorably with new competitive products or that competitive pressures will not require the Company to reduce prices. Future success will also depend on the Company's ability to develop new training products that are released timely with the introductions of the underlying software products.

The Year 2000 Issue exists as the result of many computer systems and applications using two digit date fields rather than four to define the applicable year. As the century change occurs, date-sensitive systems will recognize the year 2000 as 1900, or not at all. This inability to recognize or properly treat the Year 2000 may cause systems to process critical financial and operational information incorrectly. The Company has assessed and continues to assess the impact of the Year 2000 on its operations. The Company believes, based upon its internal reviews and other factors, that there will be no interruption of operations and the future external and internal costs to be incurred relating to the modification of internal use software for the Year 2000 will not have a material effect on the Company's results of operations or financial position. Additionally, computer software products sold by the Company are Year 2000 compliant.

LIQUIDITY AND CAPITAL RESOURCES

The Company's financial condition remains very strong. As of December 31, 1997, total cash and cash equivalents and marketable securities (including both current and long-term maturities) totaled $194.4 million, an increase from $188.7 million at September 30, 1997. Cash used in operating activities totaled $10.3 million for the first three months of fiscal 1998 (compared to $9.2 million provided for the first three months of fiscal 1997) reflecting primarily the impact of increased revenues and operating margins and related changes in the balance sheet accounts offset primarily by the payment of fiscal 1997 commission and bonus payable totaling approximately $32.7 million and a $24.1 million non-cash reduction in the corporate income tax liability due to tax benefits received on stock transactions with employees. Cash used in investing activities was $24.7 million for the first three months of fiscal 1998 (compared to $5.2 million of cash provided for the first three months of fiscal 1997) primarily due to the acquisition of consolidated and unconsolidated subsidiaries. During the first quarter of fiscal 1998 the Company made a 32% equity investment for $8.0 million in cash in Jupiter Communications, LLC ("Jupiter"), a provider of analyst-based research and strategic planning services to the consumer Internet and interactive industry. Cash provided by financing activities totaled $40.3 million for the three months ended December 31, 1997 (compared to $12.8 million of cash provided for the three months ended December 31, 1996) and resulted primarily from a $24.1 million non-cash increase in additional paid-in capital for tax benefits received from stock transactions with employees and $16.2 million from the issuance of common stock upon the exercise of employee stock options. The tax benefit of stock transactions with employees is due to a reduction in the corporate income tax liability based on an imputed compensation deduction equal to employees' gain upon the exercise of stock options at an exercise price below fair market. As additional stock options have become exercisable each fiscal year under the Company's stock option plans, both the volume of option exercises and gains on these exercises have increased, thereby resulting in significant tax benefits being received in the first quarter of fiscal 1998 and 1997.

The effect of exchange rates reduced cash and cash equivalents by $0.5 million through the three months ended December 31, 1997, and was due to the strengthening of the U.S. dollar versus certain foreign currencies. The Company has available two unsecured credit lines, with The Bank of New York and Chase Manhattan Bank for $5.0 million and $25.0 million, respectively. These lines may be canceled by the banks at any time without prior notice or penalty. Additionally, the Company issues letters of credit in the ordinary course of business. The Company had outstanding letters of credit with Chase Manhattan Bank of approximately $4.0 million and $2.0 million with The Bank of New York at December 31, 1997. The Company currently has no material capital commitments. The Company believes that its current cash balances and marketable securities, together with cash anticipated to be provided by operating activities and borrowings available under the existing lines of credit, will be sufficient for the expected short-term and foreseeable long-term cash needs of the Company, including possible acquisitions.

PART II OTHER INFORMATION

ITEM 6. Exhibits and Reports on Form 8-K

(a) Exhibit Number / Description of Document

Exhibit Number	Description of Document
10.22	Promissory Note from Manuel A. Fernandez dated December 18, 1997
10.23	Promissory Note from William Clifford dated December 18, 1997
10.24	Promissory Note from John F. Halligan dated December 18, 1997
10.25	Promissory Note from E. Follett Carter dated December 18, 1997
11.1	Computation of Basic and Diluted Earnings per Common Share
27.1	Financial Data Schedule

(b) No reports on Form 8-K were filed by the Registrant during the fiscal quarter ended December 31, 1997.

Items 1, 2, 3, 4 and 5 are not applicable and have been omitted.

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

Gartner Group, Inc.

Date February 10, 1998

/s/ John F. Halligan

John F. Halligan
Executive Vice President
and Chief Financial Officer
(Principal Financial and
Accounting Officer)

EXHIBIT 10.22

PROMISSORY NOTE

$1,900,000 As of December 18, 1997

1. FOR VALUE RECEIVED, the undersigned, MANUEL A. FERNANDEZ (the "Maker"), promises to pay to the order of GARTNER GROUP, INC. (the "Lender"), at its office at 56 Top Gallant Road, Stamford, Connecticut, or at such other place as the holder hereof (including the Lender, hereinafter referred to as the "Holder") may designate, in lawful money of the United States, the principal sum of ONE MILLION NINE HUNDRED THOUSAND AND NO/100 DOLLARS ($1,900,000), together with interest on the unpaid balance of this Note, beginning as of the date hereof, before maturity, default or judgment, at an annual rate of interest equal to 5.60%, which interest rate is the Applicable Federal Rate (the "Note Rate").

2. Interest under this Note shall be compounded semi-annually and payable in arrears on the basis of a 360-day year, and the actual days elapsed together with (a) all taxes levied or assessed against the Holder on this Note or the debt evidenced hereby, except for income or other similar taxes, however designated, on income derived by the Holder herefrom, and (b) all costs, expenses, attorneys' fees and professionals' fees incurred by the Holder in (i) any action to collect this Note or to foreclose any security for this Note, or (ii) in protecting or sustaining the lien of any security, or (iii) in any litigation or controversy arising from or connected with any security agreement or this Note.

3. The Maker shall repay the principal amount of this Note, together with accrued interest on December 17, 1999 (the "Maturity Date"); however, the Holder, in its sole and absolute discretion, may elect to accelerate the indebtedness of this Note upon the occurrence of an "Event of Default" (as defined below).

4. The Maker agrees that (i) if Maker shall cease to be employed by the Lender, for any reason, (ii) if Maker shall suffer or permit the filing by or against him of any petition for relief, arrangement, reorganization or the like under any bankruptcy or insolvency law, make an assignment for the benefit of creditors or suffer or permit the appointment of a receiver for any part of his property; or (iii) if any Event of Default shall occur under any agreement securing this Note or executed in connection with this Note; or (iv) if any Event of Default shall occur under any other liability, indebtedness or obligation of the Maker to the Holder; (each of the events and circumstances in (i), (ii), (iii) and (iv) being an Event of Default), then, upon the happening of any such Event of Default, the entire indebtedness with accrued interest due under this Note and all other expenses, including, but not limited to, attorneys' fees incurred by the Holder in collecting or enforcing payment hereof, shall accelerate and become immediately due and payable at the option of the Holder without notice and without regard to the Maturity Date and the Holder may proceed to exercise any rights or remedies that it may have by law or at equity under this Note or any other agreement relating to the loan evidenced by this Note.

5. Failure of the Holder to exercise its option to accelerate the indebtedness of this Note shall not constitute a waiver of the Holder's right to exercise the same in the event of any subsequent default.

6. The Maker agrees that the interest rate shall increase by 2% per annum above the Note Rate from and after the date of an Event of Default or after maturity, by acceleration or otherwise, or judgment, and such additional rate shall remain in effect until all unpaid principal and interest are satisfied in full.

7. The Maker may prepay the indebtedness of this Note in part or in full at any time without the imposition of any penalty. Unless applicable law provides otherwise, all payments received by the Holder under this Note shall, at the option of the Holder, be applied (a) to the then outstanding charges and expenses incurred by the Holder in sustaining and/or enforcing this Note or any security granted for this Note; then (b) to any unpaid and accrued interest; and finally, (c) to the outstanding principal indebtedness.

8. Notwithstanding any provisions of this Note, the maximum rate of interest to be paid hereunder shall not exceed the maximum rate of interest permissible to be charged by the Holder under applicable laws. Any amount paid in excess of such rate shall be considered to have been payments in reduction of principal.

9. The Maker gives the Holder a lien and right of setoff for all the Maker's liabilities upon and against all the deposits, credits, collateral and property of the Maker, now or hereafter in the possession or control of the Holder or in transit to it. The Holder may, upon the occurrence of an Event of Default, apply or set off the same, or any part thereof, to any liability of the Maker even though unmatured.

10. The Holder's failure to insist upon the strict performance of any term herein shall not be deemed to be a waiver, and the Holder shall retain the right thereafter to insist upon strict performance by the Maker of all terms of this Note or any agreement securing this Note or executed in connection herewith.

11. All amounts due under this Note are secured by the Maker's pledge to the Lender of this date of shares of the Lender's common stock.

12. THE MAKER ACKNOWLEDGES THAT THE LOAN EVIDENCED BY THIS NOTE IS A COMMERCIAL TRANSACTION AND WAIVES HIS RIGHTS TO NOTICE AND HEARING AS ALLOWED BY ANY STATE OR FEDERAL LAW WITH RESPECT TO ANY PREJUDGMENT REMEDY WHICH THE HOLDER MAY DESIRE TO USE. THE MAKER WAIVES DILIGENCE, DEMAND, PRESENTMENT FOR PAYMENT, NOTICE OF NONPAYMENT, PROTEST AND NOTICE OF PROTEST, AND NOTICE OF ANY RENEWALS OR EXTENSIONS OF THIS NOTE, AND ALL RIGHTS UNDER ANY STATUTES OF LIMITATIONS. THE MAKER ACKNOWLEDGES THAT HE MAKES THIS WAIVER KNOWINGLY, VOLUNTARILY AND ONLY AFTER CONSIDERATION OF THE RAMIFICATIONS OF THIS WAIVER WITH HIS ATTORNEYS.

13. THE MAKER WAIVES TRIAL BY JURY IN ANY COURT IN ANY SUIT, ACTION OR PROCEEDING ON ANY MATTER ARISING IN CONNECTION WITH OR IN ANY WAY RELATED TO THE TRANSACTION OF WHICH THIS NOTE IS A PART AND/OR TO THE DEFENSE OR ENFORCEMENT OF ANY OF THE HOLDER'S RIGHTS AND REMEDIES, INCLUDING, WITHOUT LIMITATION, TORT CLAIMS. THE MAKER ACKNOWLEDGES THAT HE MAKES THIS WAIVER KNOWINGLY, VOLUNTARILY AND ONLY AFTER CONSIDERATION OF THE RAMIFICATIONS OF THIS WAIVER WITH HIS ATTORNEYS.

14. This Note and the provisions hereof shall inure to the benefit of the Holder, its successors and assigns and shall be binding upon the undersigned his heirs, executors, administrators and assigns.

15. This Note shall be governed by and construed in accordance with the laws of the State of Connecticut. The Maker submits to personal jurisdiction in the State of Connecticut for the enforcement of the Maker's obligations hereunder and under any agreement securing this Note, and the Maker waives all rights under the laws of any other state to object to jurisdiction within the State of Connecticut. If litigation is commenced, the Maker agrees that service of process may be made and personal jurisdiction over the Maker obtained, by service of a copy of the summons, complaint and other pleadings required to commence such litigation upon the Maker by registered or certified mail to or by personal service at the last known address of the Maker.

MANUEL A. FERNANDEZ

EXHIBIT 10.23

PROMISSORY NOTE

$125,000 As of December 18, 1997

1. FOR VALUE RECEIVED, the undersigned, WILLIAM CLIFFORD (the "Maker"), promises to pay to the order of GARTNER GROUP, INC. (the "Lender"), at its office at 56 Top Gallant Road, Stamford, Connecticut, or at such other place as the holder hereof (including the Lender, hereinafter referred to as the "Holder") may designate, in lawful money of the United States, the principal sum of ONE HUNDRED TWENTY FIVE THOUSAND AND NO/100 DOLLARS ($125,000), together with interest on the unpaid balance of this Note, beginning as of the date hereof, before maturity, default or judgment, at an annual rate of interest equal to 5.60%, which interest rate is the Applicable Federal Rate (the "Note Rate").

2. Interest under this Note shall be compounded semi-annually and payable in arrears on the basis of a 360-day year, and the actual days elapsed together with (a) all taxes levied or assessed against the Holder on this Note or the debt evidenced hereby, except for income or other similar taxes, however designated, on income derived by the Holder herefrom, and (b) all costs, expenses, attorneys' fees and professionals' fees incurred by the Holder in (i) any action to collect this Note or to foreclose any security for this Note, or (ii) in protecting or sustaining the lien of any security, or (iii) in any litigation or controversy arising from or connected with any security agreement or this Note.

3. The Maker shall repay the principal amount of this Note, together with accrued interest on December 17, 1999 (the "Maturity Date"); however, the Holder, in its sole and absolute discretion, may elect to accelerate the indebtedness of this Note upon the occurrence of an "Event of Default" (as defined below).

4. The Maker agrees that (i) if Maker shall cease to be employed by the Lender, for any reason, (ii) if Maker shall suffer or permit the filing by or against him of any petition for relief, arrangement, reorganization or the like under any bankruptcy or insolvency law, make an assignment for the benefit of creditors or suffer or permit the appointment of a receiver for any part of his property; or (iii) if any Event of Default shall occur under any agreement securing this Note or executed in connection with this Note; or (iv) if any Event of Default shall occur under any other liability, indebtedness or obligation of the Maker to the Holder; (each of the events and circumstances in (i), (ii), (iii) and (iv) being an Event of Default), then, upon the happening of any such Event of Default, the entire indebtedness with accrued interest due under this Note and all other expenses, including, but not limited to, attorneys' fees incurred by the Holder in collecting or enforcing payment hereof, shall accelerate and become immediately due and payable at the option of the Holder without notice and without regard to the Maturity Date and the Holder may proceed to exercise any rights or remedies that it may have by law or at equity under this Note or any other agreement relating to the loan evidenced by this Note.

5. Failure of the Holder to exercise its option to accelerate the indebtedness of this Note shall not constitute a waiver of the Holder's

right to exercise the same in the event of any subsequent default.

6. The Maker agrees that the interest rate shall increase by 2% per annum above the Note Rate from and after the date of an Event of Default or after maturity, by acceleration or otherwise, or judgment, and such additional rate shall remain in effect until all unpaid principal and interest are satisfied in full.

7. The Maker may prepay the indebtedness of this Note in part or in full at any time without the imposition of any penalty. Unless applicable law provides otherwise, all payments received by the Holder under this Note shall, at the option of the Holder, be applied (a) to the then outstanding charges and expenses incurred by the Holder in sustaining and/or enforcing this Note or any security granted for this Note; then (b) to any unpaid and accrued interest; and finally, (c) to the outstanding principal indebtedness.

8. Notwithstanding any provisions of this Note, the maximum rate of interest to be paid hereunder shall not exceed the maximum rate of interest permissible to be charged by the Holder under applicable laws. Any amount paid in excess of such rate shall be considered to have been payments in reduction of principal.

9. The Maker gives the Holder a lien and right of setoff for all the Maker's liabilities upon and against all the deposits, credits, collateral and property of the Maker, now or hereafter in the possession or control of the Holder or in transit to it. The Holder may, upon the occurrence of an Event of Default, apply or set off the same, or any part thereof, to any liability of the Maker even though unmatured.

10. The Holder's failure to insist upon the strict performance of any term herein shall not be deemed to be a waiver, and the Holder shall retain the right thereafter to insist upon strict performance by the Maker of all terms of this Note or any agreement securing this Note or executed in connection herewith.

11. All amounts due under this Note are secured by the Maker's pledge to the Lender of this date of shares of the Lender's common stock.

12. THE MAKER ACKNOWLEDGES THAT THE LOAN EVIDENCED BY THIS NOTE IS A COMMERCIAL TRANSACTION AND WAIVES HIS RIGHTS TO NOTICE AND HEARING AS ALLOWED BY ANY STATE OR FEDERAL LAW WITH RESPECT TO ANY PREJUDGMENT REMEDY WHICH THE HOLDER MAY DESIRE TO USE. THE MAKER WAIVES DILIGENCE, DEMAND, PRESENTMENT FOR PAYMENT, NOTICE OF NONPAYMENT, PROTEST AND NOTICE OF PROTEST, AND NOTICE OF ANY RENEWALS OR EXTENSIONS OF THIS NOTE, AND ALL RIGHTS UNDER ANY STATUTES OF LIMITATIONS. THE MAKER ACKNOWLEDGES THAT HE MAKES THIS WAIVER KNOWINGLY, VOLUNTARILY AND ONLY AFTER CONSIDERATION OF THE RAMIFICATIONS OF THIS WAIVER WITH HIS ATTORNEYS.

13. THE MAKER WAIVES TRIAL BY JURY IN ANY COURT IN ANY SUIT, ACTION OR PROCEEDING ON ANY MATTER ARISING IN CONNECTION WITH OR IN ANY WAY RELATED TO THE TRANSACTION OF WHICH THIS NOTE IS A PART AND/OR TO THE DEFENSE OR ENFORCEMENT OF ANY OF THE HOLDER'S RIGHTS AND REMEDIES, INCLUDING, WITHOUT LIMITATION, TORT CLAIMS. THE MAKER ACKNOWLEDGES THAT HE MAKES THIS WAIVER KNOWINGLY, VOLUNTARILY AND ONLY AFTER CONSIDERATION OF THE RAMIFICATIONS OF THIS WAIVER WITH HIS ATTORNEYS.

14. This Note and the provisions hereof shall inure to the benefit of the Holder, its successors and assigns and shall be binding upon the undersigned his heirs, executors, administrators and assigns.

15. This Note shall be governed by and construed in accordance with the laws of the State of Connecticut. The Maker submits to personal jurisdiction in the State of Connecticut for the enforcement of the Maker's obligations hereunder and under any agreement securing this Note, and the Maker waives all rights under the laws of any other state to object to jurisdiction within the State of Connecticut. If litigation is commenced, the Maker agrees that service of process may be made and personal jurisdiction over the Maker obtained, by service of a copy of the summons, complaint and other pleadings required to commence such litigation upon the Maker by registered or certified mail to or by personal service at the last known address of the Maker.

WILLIAM CLIFFORD

EXHIBIT 10.24

PROMISSORY NOTE

$200,000 As of December 18, 1997

1. FOR VALUE RECEIVED, the undersigned, JOHN F. HALLIGAN (the "Maker"), promises to pay to the order of GARTNER GROUP, INC. (the "Lender"), at its office at 56 Top Gallant Road, Stamford, Connecticut, or at such other place as the holder hereof (including the Lender, hereinafter referred to as the "Holder") may designate, in lawful money of the United States, the principal sum of TWO HUNDRED THOUSAND NO/100 DOLLARS ($200,00), together with interest on the unpaid balance of this Note, beginning as of the date hereof, before maturity, default or judgment, at an annual rate of interest equal to 5.60%, which interest rate is the Applicable Federal Rate (the "Note Rate").

2. Interest under this Note shall be compounded semi-annually and payable in arrears on the basis of a 360-day year, and the actual days elapsed together with (a) all taxes levied or assessed against the Holder on this Note or the debt evidenced hereby, except for income or other similar taxes, however designated, on income derived by the Holder herefrom, and (b) all costs, expenses, attorneys' fees and professionals' fees incurred by the Holder in (i) any action to collect this Note or to foreclose any security for this Note, or (ii) in protecting or sustaining the lien of any security, or (iii) in any litigation or controversy arising from or connected with any security agreement or this Note.

3. The Maker shall repay the principal amount of this Note, together with accrued interest on December 17, 1999 (the "Maturity Date"); however, the Holder, in its sole and absolute discretion, may elect to accelerate the indebtedness of this Note upon the occurrence of an "Event of Default" (as defined below).

4. The Maker agrees that (i) if Maker shall cease to be employed by the Lender, for any reason, (ii) if Maker shall suffer or permit the filing by or against him of any petition for relief, arrangement, reorganization or the like under any bankruptcy or insolvency law, make an assignment for the benefit of creditors or suffer or permit the appointment of a receiver for any part of his property; or (iii) if any Event of Default shall occur under any agreement securing this Note or executed in connection with this Note; or (iv) if any Event of Default shall occur under any other liability, indebtedness or obligation of the Maker to the Holder; (each of the events and circumstances in (i), (ii), (iii) and (iv) being an Event of Default), then, upon the happening of any such Event of Default, the entire indebtedness with accrued interest due under this Note and all other expenses, including, but not limited to, attorneys' fees incurred by the Holder in collecting or enforcing payment hereof, shall accelerate and become immediately due and payable at the option of the Holder without notice and without regard to the Maturity Date and the Holder may proceed to exercise any rights or remedies that it may have by law or at equity under this Note or any other agreement relating to the loan evidenced by this Note.

5. Failure of the Holder to exercise its option to accelerate the indebtedness of this Note shall not constitute a waiver of the Holder's right to exercise the same in the event of any subsequent default.

6. The Maker agrees that the interest rate shall increase by 2% per annum above the Note Rate from and after the date of an Event of Default or after maturity, by acceleration or otherwise, or judgment, and such additional rate shall remain in effect until all unpaid principal and interest are satisfied in full.

7. The Maker may prepay the indebtedness of this Note in part or in full at any time without the imposition of any penalty. Unless applicable law provides otherwise, all payments received by the Holder under this Note shall, at the option of the Holder, be applied (a) to the then outstanding charges and expenses incurred by the Holder in sustaining and/or enforcing this Note or any security granted for this Note; then (b) to any unpaid and accrued interest; and finally, (c) to the outstanding principal indebtedness.

8. Notwithstanding any provisions of this Note, the maximum rate of interest to be paid hereunder shall not exceed the maximum rate of interest permissible to be charged by the Holder under applicable laws. Any amount paid in excess of such rate shall be considered to have been payments in reduction of principal.

9. The Maker gives the Holder a lien and right of setoff for all the Maker's liabilities upon and against all the deposits, credits, collateral and property of the Maker, now or hereafter in the possession or control of the Holder or in transit to it. The Holder may, upon the occurrence of an Event of Default, apply or set off the same, or any part thereof, to any liability of the Maker even though unmatured.

10. The Holder's failure to insist upon the strict performance of any term herein shall not be deemed to be a waiver, and the Holder shall retain the right thereafter to insist upon strict performance by the Maker of all terms of this Note or any agreement securing this Note or executed in connection herewith.

11. All amounts due under this Note are secured by the Maker's pledge to the Lender of this date of shares of the Lender's common stock.

12. THE MAKER ACKNOWLEDGES THAT THE LOAN EVIDENCED BY THIS NOTE IS A COMMERCIAL TRANSACTION AND WAIVES HIS RIGHTS TO NOTICE AND HEARING AS ALLOWED BY ANY STATE OR FEDERAL LAW WITH RESPECT TO ANY PREJUDGMENT REMEDY WHICH THE HOLDER MAY DESIRE TO USE. THE MAKER WAIVES DILIGENCE, DEMAND, PRESENTMENT FOR PAYMENT, NOTICE OF NONPAYMENT, PROTEST AND NOTICE OF PROTEST, AND NOTICE OF ANY RENEWALS OR EXTENSIONS OF THIS NOTE, AND ALL RIGHTS UNDER ANY STATUTES OF LIMITATIONS. THE MAKER ACKNOWLEDGES THAT HE MAKES THIS WAIVER KNOWINGLY, VOLUNTARILY AND ONLY AFTER CONSIDERATION OF THE RAMIFICATIONS OF THIS WAIVER WITH HIS ATTORNEYS.

13. THE MAKER WAIVES TRIAL BY JURY IN ANY COURT IN ANY SUIT, ACTION OR PROCEEDING ON ANY MATTER ARISING IN CONNECTION WITH OR IN ANY WAY RELATED TO THE TRANSACTION OF WHICH THIS NOTE IS A PART AND/OR TO THE DEFENSE OR ENFORCEMENT OF ANY OF THE HOLDER'S RIGHTS AND REMEDIES, INCLUDING, WITHOUT LIMITATION, TORT CLAIMS. THE MAKER ACKNOWLEDGES THAT HE MAKES THIS WAIVER KNOWINGLY, VOLUNTARILY AND ONLY AFTER CONSIDERATION OF THE RAMIFICATIONS OF THIS WAIVER WITH HIS ATTORNEYS.

14. This Note and the provisions hereof shall inure to the benefit of the Holder, its successors and assigns and shall be binding upon the undersigned his heirs, executors, administrators and assigns.

15. This Note shall be governed by and construed in accordance with the laws of the State of Connecticut. The Maker submits to personal jurisdiction in the State of Connecticut for the enforcement of the Maker's obligations hereunder and under any agreement securing this Note, and the Maker waives all rights under the laws of any other state to object to jurisdiction within the State of Connecticut. If litigation is commenced, the Maker agrees that service of process may be made and personal jurisdiction over the Maker obtained, by service of a copy of the summons, complaint and other pleadings required to commence such litigation upon the Maker by registered or certified mail to or by personal service at the last known address of the Maker.

JOHN F. HALLIGAN

EXHIBIT 10.25

PROMISSORY NOTE

$250,000 As of December 18, 1997

1. FOR VALUE RECEIVED, the undersigned, E. FOLLETT CARTER, (the "Maker"), promises to pay to the order of GARTNER GROUP, INC. (the "Lender"), at its office at 56 Top Gallant Road, Stamford, Connecticut, or at such other place as the holder hereof (including the Lender, hereinafter referred to as the "Holder") may designate, in lawful money of the United States, the principal sum of TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS ($250,000), together with interest on the unpaid balance of this Note, beginning as of the date hereof, before maturity, default or judgment, at an annual rate of interest equal to 5.60%, which interest rate is the Applicable Federal Rate (the "Note Rate").

2. Interest under this Note shall be compounded semi-annually and payable in arrears on the basis of a 360-day year, and the actual days elapsed together with (a) all taxes levied or assessed against the Holder on this Note or the debt evidenced hereby, except for income or other similar taxes, however designated, on income derived by the Holder herefrom, and (b) all costs, expenses, attorneys' fees and professionals' fees incurred by the Holder in (i) any action to collect this Note or to foreclose any security for this Note, or (ii) in protecting or sustaining the lien of any security, or (iii) in any litigation or controversy arising from or connected with any security agreement or this Note.

3. The Maker shall repay the principal amount of this Note, together with accrued interest on December 17, 1999 (the "Maturity Date"); however, the Holder, in its sole and absolute discretion, may elect to accelerate the indebtedness of this Note upon the occurrence of an "Event of Default" (as defined below).

4. The Maker agrees that (i) if Maker shall cease to be employed by the Lender, for any reason, (ii) if Maker shall suffer or permit the filing by or against him of any petition for relief, arrangement, reorganization or the like under any bankruptcy or insolvency law, make an assignment for the benefit of creditors or suffer or permit the appointment of a receiver for any part of his property; or (iii) if any Event of Default shall occur under any agreement securing this Note or executed in connection with this Note; or (iv) if any Event of Default shall occur under any other liability, indebtedness or obligation of the Maker to the Holder; (each of the events and circumstances in (i), (ii), (iii) and (iv) being an Event of Default), then, upon the happening of any such Event of Default, the entire indebtedness with accrued interest due under this Note and all other expenses, including, but not limited to, attorneys' fees incurred by the Holder in collecting or enforcing payment hereof, shall accelerate and become immediately due and payable at the option of the Holder without notice and without regard to the Maturity Date and the Holder may proceed to exercise any rights or remedies that it may have by law or at equity under this Note or any other agreement relating to the loan evidenced by this Note.

5. Failure of the Holder to exercise its option to accelerate the indebtedness of this Note shall not constitute a waiver of the Holder's right to exercise the same in the event of any subsequent default.

6. The Maker agrees that the interest rate shall increase by 2% per annum above the Note Rate from and after the date of an Event of Default or after maturity, by acceleration or otherwise, or judgment, and such additional rate shall remain in effect until all unpaid principal and interest are satisfied in full.

7. The Maker may prepay the indebtedness of this Note in part or in full at any time without the imposition of any penalty. Unless applicable law provides otherwise, all payments received by the Holder under this Note shall, at the option of the Holder, be applied (a) to the then outstanding charges and expenses incurred by the Holder in sustaining and/or enforcing this Note or any security granted for this Note; then (b) to any unpaid and accrued interest; and finally, (c) to the outstanding principal indebtedness.

8. Notwithstanding any provisions of this Note, the maximum rate of interest to be paid hereunder shall not exceed the maximum rate of interest permissible to be charged by the Holder under applicable laws. Any amount paid in excess of such rate shall be considered to have been payments in reduction of principal.

9. The Maker gives the Holder a lien and right of setoff for all the Maker's liabilities upon and against all the deposits, credits, collateral and property of the Maker, now or hereafter in the possession or control of the Holder or in transit to it. The Holder may, upon the occurrence of an Event of Default, apply or set off the same, or any part thereof, to any liability of the Maker even though unmatured.

10. The Holder's failure to insist upon the strict performance of any term herein shall not be deemed to be a waiver, and the Holder shall retain the right thereafter to insist upon strict performance by the Maker of all terms of this Note or any agreement securing this Note or executed in connection herewith.

11. All amounts due under this Note are secured by the Maker's pledge to the Lender of this date of shares of the Lender's common stock.

12. THE MAKER ACKNOWLEDGES THAT THE LOAN EVIDENCED BY THIS NOTE IS A COMMERCIAL TRANSACTION AND WAIVES HIS RIGHTS TO NOTICE AND HEARING AS ALLOWED BY ANY STATE OR FEDERAL LAW WITH RESPECT TO ANY PREJUDGMENT REMEDY WHICH THE HOLDER MAY DESIRE TO USE. THE MAKER WAIVES DILIGENCE, DEMAND, PRESENTMENT FOR PAYMENT, NOTICE OF NONPAYMENT, PROTEST AND NOTICE OF PROTEST, AND NOTICE OF ANY RENEWALS OR EXTENSIONS OF THIS NOTE, AND ALL RIGHTS UNDER ANY STATUTES OF LIMITATIONS. THE MAKER ACKNOWLEDGES THAT HE MAKES THIS WAIVER KNOWINGLY, VOLUNTARILY AND ONLY AFTER CONSIDERATION OF THE RAMIFICATIONS OF THIS WAIVER WITH HIS ATTORNEYS.

13. THE MAKER WAIVES TRIAL BY JURY IN ANY COURT IN ANY SUIT, ACTION OR PROCEEDING ON ANY MATTER ARISING IN CONNECTION WITH OR IN ANY WAY RELATED TO THE TRANSACTION OF WHICH THIS NOTE IS A PART AND/OR TO THE DEFENSE OR ENFORCEMENT OF ANY OF THE HOLDER'S RIGHTS AND REMEDIES, INCLUDING, WITHOUT LIMITATION, TORT CLAIMS. THE MAKER ACKNOWLEDGES THAT HE MAKES THIS WAIVER KNOWINGLY, VOLUNTARILY AND ONLY AFTER CONSIDERATION OF THE RAMIFICATIONS OF THIS WAIVER WITH HIS ATTORNEYS.

14. This Note and the provisions hereof shall inure to the benefit of the Holder, its successors and assigns and shall be binding upon the undersigned his heirs, executors, administrators and assigns.

15. This Note shall be governed by and construed in accordance with the laws of the State of Connecticut. The Maker submits to personal jurisdiction in the State of Connecticut for the enforcement of the Maker's obligations hereunder and under any agreement securing this Note, and the Maker waives all rights under the laws of any other state to object to jurisdiction within the State of Connecticut. If litigation is commenced, the Maker agrees that service of process may be made and personal jurisdiction over the Maker obtained, by service of a copy of the summons, complaint and other pleadings required to commence such litigation upon the Maker by registered or certified mail to or by personal service at the last known address of the Maker.

E. FOLLETT CARTER

EXHIBIT 11.1

Gartner Group, Inc.
Computation of Basic and Diluted Earnings per Common Share
(In thousands, except per share amounts)

	For the three months ended, December 31, 1997	1996
Numerator:		
Net income	$25,644	$19,042
Denominator		
Denominator for basic earnings per share - weighted average number of common shares outstanding	97,838	93,327
Effect of dilutive securities:		
Weighted average number of common shares under warrant outstanding	288	316
Weighted average number of option shares outstanding	6,286	8,308
Dilutive potential common shares	6,574	8,624
Denominator for diluted earnings per share - adjusted weighted average number of common shares outstanding	104,412	101,951
Basic earnings per common share	$0.26	$0.20
Diluted earnings per common share	$0.25	$0.19

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THE SCHEDULE CONTAINS SUMMARY FINANCIAL INFORMATION EXTRACTED FROM THE
ACCOMPANYING FINANCIAL STATEMENTS AND IS QUALIFIED IN ITS ENTIRETY BY REFERENCE
TO SUCH FINANCIAL STATEMENTS.

1,000
U.S. DOLLARS

3-MOS
SEP-30-1998
OCT-01-1997
DEC-31-1997
1
147,274
29,192
221,416
5,302
0
439,356
95,712
50,813
676,640
338,087
0
0
0
55
334,565
676,640
162,667
162,667
66,403
66,403
55,119
13
0
43,347
17,703
25,644
0
0
0
25,644
0.26
0.25