

SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

SCHEDULE 13D
UNDER THE SECURITIES EXCHANGE ACT OF 1934
(AMENDMENT NO. 4)*

BROOKE GROUP LTD.

(Name of Issuer)

COMMON STOCK, \$.10 PAR VALUE

(TITLE OF CLASS OF SECURITIES)

112525-10-0

(CUSIP NUMBER)

MARC N. BELL

VICE PRESIDENT AND GENERAL COUNSEL
BROOKE GROUP LTD.
100 S.E. SECOND STREET, 32ND FLOOR
MIAMI, FL 33131 (305) 579-8000

(NAME, ADDRESS AND TELEPHONE NUMBER OF PERSON
AUTHORIZED TO RECEIVE NOTICES AND COMMUNICATIONS)

APRIL 13, 1998

(DATE OF EVENT WHICH REQUIRES FILING OF THIS STATEMENT)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of ss. 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box / /.

NOTE: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See ss. 240.13d-7 for other parties to whom copies are to be sent.

*The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

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- (1) NAMES OF REPORTING PERSON
I.R.S. IDENTIFICATION NOS. OF ABOVE PERSON

Bennett S. LeBow

- (2) CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP* (a) []
(b) []

- (3) SEC USE ONLY

- (4) SOURCE OF FUNDS*

- (5) CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS []
IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e)

- (6) CITIZENSHIP OR PLACE OF ORGANIZATION

United States

NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	(7)	SOLE VOTING POWER 8,658,008
	(8)	SHARED VOTING POWER 547,000
	(9)	SOLE DISPOSITIVE POWER 8,658,008
	(10)	SHARED DISPOSITIVE POWER 547,000

- (11) AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON
9,205,008

- (12) CHECK BOX IF AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN
SHARES* []

- (13) PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)
45.24%

- (14) TYPE OF REPORTING PERSON*
IN

*SEE INSTRUCTIONS BEFORE FILLING OUT!
INCLUDE BOTH SIDES OF THE COVER PAGE,
RESPONSES TO ITEMS 1-7 (INCLUDING EXHIBITS) OF
THE SCHEDULE, AND THE SIGNATURE ATTESTATION.

PRELIMINARY STATEMENT:

This Amendment No. 4 amends the Schedule 13D filed by Bennett S. LeBow (the "Reporting Person") with the Securities and Exchange Commission on February 21, 1995, as previously amended by Amendments No. 1-3 thereto (as amended, the "Schedule 13D"), relating to the common stock, \$.10 par value per share (the "Common Stock"), of Brooke Group Ltd. ("BGL"). Unless otherwise defined herein, all terms used herein shall have the meanings ascribed to them in the Schedule 13D.

Item 5 is hereby amended as follows:

ITEM 5. INTEREST IN SECURITIES OF THE ISSUER

- (a) As of April 14, 1998, the Reporting Person was the indirect beneficial owner of, in the aggregate, 9,205,008 shares of Common Stock (the "Shares"), which constituted approximately 45.24% of the 20,348,498 shares of Common Stock outstanding as of April 6, 1998 (as reported in BGL's Annual Report on Form 10-K for the year ended December 31, 1997).
- (b) The Reporting Person indirectly exercises sole voting power and sole dispositive power over 8,658,008 shares of Common Stock through LeBow Limited Partnership, a Delaware limited partnership ("LLP"). LeBow Holdings, Inc., a Nevada corporation ("LHI"), is the general partner of LLP. The Reporting Person is a director, officer and sole shareholder of LHI. The Bennett and Geraldine LeBow Foundation, Inc., a Florida not-for-profit corporation (the "Foundation"), of which the Reporting Person and family members serve as directors and executive officers, owns 547,000 shares of the Common Stock. The Reporting Person possesses shared voting power and shared dispositive power with the other directors of the Foundation with respect to the Foundation's shares of Common Stock. The Foundation's principal business and office address is 1221 Brickell Avenue, 21st Floor, Miami, Florida 33131.
- (c) Transactions in the Common Stock by the Reporting Person effected during the past 60 days are described in Exhibit 4 hereto which is incorporated herein by reference.

Item 6 is hereby amended as follows:

ITEM 6. CONTRACTS, ARRANGEMENTS, UNDERSTANDINGS OR RELATIONSHIPS WITH RESPECT TO SECURITIES OF THE ISSUER

As of April 14, 1998, 8,191,800 shares of Common Stock are pledged by LLP to U.S. Clearing Corp. ("USC") to secure a margin loan to the Reporting Person in the amount of approximately \$2,050,000.

Item 7 is hereby amended as follows:

ITEM 7. MATERIAL TO BE FILED AS EXHIBITS

Exhibit 3: Margin Agreement dated December 29, 1997 by and between LLP and USC.

Exhibit 4: Transactions in the Common Stock in the past 60 days.

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SIGNATURE

After reasonable inquiry and to the best of the undersigned's knowledge and belief, the undersigned certifies that the information set forth in this statement is true, complete and correct.

Dated: April 14, 1998

/s/ Bennett S. LeBow

Bennett S. LeBow

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U.S. CLEARING
CORP.Member New York Stock Exchange
120 Broadway New York, N.Y. 10271-0046
MARGIN AGREEMENTTO: U.S. CLEARING CORP. AND A/C No. 305-30057-1-0
TO: THE INTRODUCING BROKER (MY BROKER) -----

1. I AGREE AS FOLLOWS WITH RESPECT TO THE MARGIN ACCOUNT I HAVE OPENED WITH YOU FOR THE PURCHASE AND SALE OF SECURITIES AND/OR THE BORROWING OF FUNDS.
2. I AM OF LEGAL AGE AND NO ONE EXCEPT THE UNDERSIGNED HAS ANY INTEREST IN THIS ACCOUNT.
3. ALL TRANSACTIONS FOR MY ACCOUNT SHALL BE SUBJECT TO THE CONSTITUTION, RULES, REGULATIONS, CUSTOMS AND USAGES OF THE EXCHANGE OR MARKET (AND ITS CLEARING HOUSE, IF ANY) WHERE EXECUTED.
4. ANY AND ALL SECURITIES OR COMMODITIES OR CONTRACTS RELATING THERETO AND ALL OTHER PROPERTY OF WHATSOEVER KIND BELONGING TO ME OR IN WHICH I MAY HAVE AN INTEREST HELD BY YOU OR CARRIED FOR MY ACCOUNT SHALL BE SUBJECT TO A GENERAL LIEN FOR THE DISCHARGE OF MY OBLIGATIONS TO YOU, HOWEVER ARISING AND WITHOUT REGARD TO WHETHER OR NOT YOU HAVE MADE ADVANCES WITH RESPECT TO SUCH PROPERTY, AND WITHOUT NOTICE TO ME MAY BE CARRIED IN YOUR GENERAL LOANS AND MAY BE PLEDGED, RE-PLEDGED, HYPOTHECATED OR RE-HYPOTHECATED, SEPARATELY OR IN COMMON WITH OTHER SECURITIES AND COMMODITIES OF ANY OTHER PROPERTY, FOR THE SUM DUE TO YOU THEREON OR FOR A GREATER SUM AND WITHOUT RETAINING IN YOUR POSSESSION AND CONTROL FOR DELIVERY A LIKE AMOUNT OF SIMILAR SECURITIES, COMMODITIES OR OTHER PROPERTY.
5. I WILL MAINTAIN SUCH MARGINS AS YOU MAY IN YOUR DISCRETION REQUIRE FROM TIME TO TIME AND WILL PAY ON DEMAND ANY DEBIT BALANCE OWING WITH RESPECT TO ANY OF MY ACCOUNTS AND I WILL, AT YOUR REQUEST FROM TIME TO TIME, DEPOSIT SUCH ADDITIONAL COLLATERAL AS MAY BE REQUIRED BY THE RULES OF ANY EXCHANGE OR REGULATORY AGENCY OR AS MAY BE CONSIDERED NECESSARY OR APPROPRIATE, IN YOUR DISCRETION, TO SECURE MY OBLIGATIONS TO YOU. YOU MAY, WHENEVER IN YOUR DISCRETION YOU CONSIDER IT NECESSARY FOR YOUR PROTECTION, SELL ANY OR ALL SECURITIES OR COMMODITIES OR CONTRACTS RELATING THERETO HELD IN ANY OF MY ACCOUNTS, INCLUDING SAFEKEEPING ACCOUNTS, AND YOU MAY BORROW OR BUY IN ANY SECURITIES OR COMMODITIES REQUIRED TO MAKE DELIVERY AGAINST ANY SALE EFFECTED FOR ME. SUCH SALE OR PURCHASE MAY BE PUBLIC OR PRIVATE AND MAY BE MADE WITHOUT ADVERTISING OR NOTICE TO ME AND IN SUCH MANNER AS YOU MAY IN YOUR DISCRETION DETERMINE AND AT ANY SUCH SALE YOU MAY PURCHASE THE PROPERTY FREE FROM ANY RIGHT OF REDEMPTION AND I SHALL BE LIABLE FOR ANY DEFICIENCY.
6. I AGREE TO PAY INTEREST AND SERVICE CHARGES UPON MY ACCOUNT MONTHLY AT THE PREVAILING RATE AS DETERMINED BY YOU. THE INTEREST CHARGED ON THE AVERAGE DEBIT BALANCES APPEARS ON THE MONTHLY STATEMENT AND INDICATES RATE AND PERIOD COVERED. THE RATE MAY CHANGE FROM TIME TO TIME WITHOUT NOTICE DUE TO FLUCTUATIONS IN MONEY MARKET RATES OR FROM OTHER CAUSES. IT IS COMPUTED BY THE ORDINARY INTEREST METHOD, WHICH ASSUMES A YEAR TO HAVE 360 DAYS. THE ACTUAL NUMBER OF DAYS WITHIN THE PERIOD IS USED AS THE NUMERATOR.
7. I AGREE THAT, IN GIVING ORDERS TO SELL, ALL "SHORT" SALE ORDERS WILL BE DESIGNATED AS "SHORT," AND ALL "LONG" SALE ORDERS WILL BE DESIGNATED AS "LONG," AND THAT THE DESIGNATION OF A SELL ORDER AS "LONG" IS A REPRESENTATION ON MY PART THAT I OWN THE SECURITY, AND IF THE SECURITY IS NOT IN YOUR POSSESSION, THAT IT IS THEN IMPRACTICABLE TO DELIVER THE SECURITY TO YOU FORTHWITH AND THAT I WILL DELIVER IT AS SOON AS POSSIBLE.
8. REPORTS OF THE EXECUTION OF ORDERS AND STATEMENTS OF MY ACCOUNT SHALL BE CONCLUSIVE IF NOT OBJECTED WITHIN FIVE DAYS AND TEN DAYS, RESPECTIVELY, AFTER TRANSMITTAL TO ME BY MAIL OR OTHERWISE.
9. AT ANY TIME AND FROM TIME TO TIME YOU MAY, IN YOUR DISCRETION, WITHOUT NOTICE TO ME, APPLY AND/OR TRANSFER ANY SECURITIES, COMMODITIES, CONTRACTS RELATING THERETO, OR ANY OTHER PROPERTY OR EQUITY THEREIN, INTERCHANGEABLY BETWEEN ANY OF MY ACCOUNTS, WHETHER INDIVIDUAL OR JOINT FROM ANY OF MY ACCOUNTS TO ANY ACCOUNT GUARANTEED BY ME.
10. THIS AGREEMENT SHALL INURE TO THE BENEFIT OF YOUR SUCCESSORS AND ASSIGNS, SHALL BE BINDING ON THE UNDERSIGNED, HIS HEIRS, EXECUTORS, ADMINISTRATORS AND ASSIGNS, AND SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.
11. AGREEMENT TO ARBITRATE ALL CONTROVERSIES
I REPRESENT THAT I UNDERSTAND THE TERMS OF THE ARBITRATION CLAUSE, AS FOLLOWS:
(A) ARBITRATION IS FINAL AND BINDING ON THE PARTIES.
(B) THE PARTIES ARE WAIVING THEIR RIGHT TO SEEK REMEDIES IN COURT, INCLUDING THE RIGHT TO JURY TRIAL.
(C) PRE-ARBITRATION DISCOVERY IS GENERALLY MORE LIMITED THAN AND DIFFERENT

FROM COURT PROCEEDINGS.

(D) THE ARBITRATORS' AWARE IS NOT REQUIRED TO INCLUDE FACTUAL FINDINGS OR LEGAL REASONING AND ANY PARTY'S RIGHT TO APPEAL OR TO SEEK MODIFICATION OF RULINGS BY THE ARBITRATORS IS STRICTLY LIMITED.

(E) THE PANEL OF ARBITRATORS WILL TYPICALLY INCLUDE A MINORITY OF ARBITRATORS WHO WERE OR ARE AFFILIATED WITH THE SECURITIES INDUSTRY.

THE UNDERSIGNED AGREES, AND BY CARRYING AN ACCOUNT OF THE UNDERSIGNED YOU AGREE, THAT ALL CONTROVERSIES WHICH MAY ARISE BETWEEN US, INCLUDING BUT NOT LIMITED TO THOSE INVOLVING ANY TRANSACTION OR THE CONSTRUCTION, PERFORMANCE, OR BREACH OF THIS OR ANY OTHER AGREEMENT BETWEEN US, WHETHER ENTERED INTO PRIOR, ON OR SUBSEQUENT TO THE DATE HEREOF, SHALL BE DETERMINED BY ARBITRATION. ANY ARBITRATION UNDER THIS AGREEMENT SHALL BE CONDUCTED BEFORE THE NEW YORK STOCK EXCHANGE, INC. ("NYSE") OR THE NATIONAL ASSOCIATION OF SECURITIES DEALERS, INC. ("NASD"), AND IN ACCORDANCE WITH ITS RULES THEN IN FORCE. I MAY ELECT IN THE FIRST INSTANCE WHETHER ARBITRATION SHALL BE CONDUCTED BEFORE THE NYSE OR THE NASD, BUT IF I FAIL TO MAKE SUCH ELECTION BY REGISTERED LETTER OR TELEGRAM ADDRESSED TO YOU AT YOUR MAIN OFFICE, BEFORE THE EXPIRATION OF FIVE DAYS AFTER RECEIPT OF A WRITTEN REQUEST FROM YOU TO MAKE SUCH ELECTION, THEN YOU MAY MAKE SUCH ELECTION. JUDGMENT UPON THE AWARD OF ARBITRATORS MAY BE ENTERED IN ANY COURT, STATE OR FEDERAL, HAVING JURISDICTION.

LENDING AGREEMENT

12. YOU AND ANY FIRM SUCCEEDING TO YOUR FIRM ARE HEREBY AUTHORIZED FROM TIME TO LEND SEPARATELY OR TOGETHER WITH THE PROPERTY OF OTHERS EITHER TO YOURSELVES OR TO OTHERS ANY PROPERTY WHICH YOU MAY BE CARRYING FOR ME ON MARGIN. THIS AUTHORIZATION SHALL APPLY TO ALL ACCOUNTS CARRIED BY YOU FOR ME AND SHALL REMAIN IN FULL FORCE UNTIL WRITTEN NOTICE OR REVOCATION IS RECEIVED BY YOU AT YOUR PRINCIPAL OFFICE IN NEW YORK.

BY SIGNING THIS AGREEMENT, I ACKNOWLEDGE THE FOLLOWING: (1) THAT, IN ACCORDANCE WITH PARAGRAPH #11 I AM AGREEING IN ADVANCE TO ARBITRATE ANY CONTROVERSIES WHICH MAY ARISE WITH YOU, AND (2) RECEIPT OF A COPY OF THIS AGREEMENT.

LEBOW LIMITED PARTNERSHIP

By: /s/ Bennett S. LeBow

BENNETT S. LEBOW, ITS GENERAL PARTNER
(APPLICANT'S SIGNATURE)

(SIGNATURE OF CO-APPLICANT)

DATE DECEMBER 29, 1997

DATE

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TRANSACTIONS IN THE COMMON STOCK IN THE PAST 60 DAYS

NAME -----	TRANSACTION DATE -----	NO. OF SHARES SOLD -----	PRICE PER SHARE -----
LeBow Limited Partnership	3/6/98	23,082	15.00
LeBow Limited Partnership	3/6/98	2,335	15.13
LeBow Limited Partnership	3/6/98	600	15.25
LeBow Limited Partnership	3/6/98	3,135	15.38
LeBow Limited Partnership	3/6/98	667	15.50
LeBow Limited Partnership	3/6/98	1,668	15.59
LeBow Limited Partnership	3/6/98	10,207	15.63
LeBow Limited Partnership	3/6/98	1,668	15.69
LeBow Limited Partnership	3/6/98	1,001	16.00
LeBow Limited Partnership	3/6/98	801	16.50
LeBow Limited Partnership	3/6/98	3,336	16.75
LeBow Limited Partnership	3/6/98	20,000	gift

TOTAL 3/6/98		68,500	
LeBow Limited Partnership	3/9/98	1,529	15.13
LeBow Limited Partnership	3/9/98	864	15.25
LeBow Limited Partnership	3/9/98	532	15.50
LeBow Limited Partnership	3/9/98	6,716	15.63
LeBow Limited Partnership	3/9/98	998	15.75
LeBow Limited Partnership	3/9/98	665	15.81
LeBow Limited Partnership	3/9/98	4,721	15.88
LeBow Limited Partnership	3/9/98	1,065	15.94
LeBow Limited Partnership	3/9/98	2,194	16.00
LeBow Limited Partnership	3/9/98	2,925	16.06
LeBow Limited Partnership	3/9/98	3,126	16.13
LeBow Limited Partnership	3/9/98	665	16.25

TOTAL 3/9/98		26,000	
LeBow Limited Partnership	3/10/98	1,670	16.25
LeBow Limited Partnership	3/10/98	3,874	16.31
LeBow Limited Partnership	3/10/98	3,340	16.44
LeBow Limited Partnership	3/10/98	3,073	16.56
LeBow Limited Partnership	3/10/98	1,737	16.63
LeBow Limited Partnership	3/10/98	1,336	16.81
LeBow Limited Partnership	3/10/98	1,403	16.88
LeBow Limited Partnership	3/10/98	14,629	16.94
LeBow Limited Partnership	3/10/98	1,002	17.00
LeBow Limited Partnership	3/10/98	1,336	17.06

TOTAL 3/10/98		33,400	
LeBow Limited Partnership	3/11/98	2,796	15.63
LeBow Limited Partnership	3/11/98	599	15.75
LeBow Limited Partnership	3/11/98	5,260	15.88
LeBow Limited Partnership	3/11/98	2,595	16.00
LeBow Limited Partnership	3/11/98	333	16.06
LeBow Limited Partnership	3/11/98	666	16.13
LeBow Limited Partnership	3/11/98	1,664	16.25
LeBow Limited Partnership	3/11/98	200	16.31

TRANSACTIONS IN THE COMMON STOCK IN THE PAST 60 DAYS

NAME -----	TRANSACTION DATE -----	NO. OF SHARES SOLD -----	PRICE PER SHARE -----
LeBow Limited Partnership	3/11/98	1,198	16.38
LeBow Limited Partnership	3/11/98	7,323	16.50
LeBow Limited Partnership	3/11/98	333	16.63
LeBow Limited Partnership	3/11/98	333	16.75
TOTAL 3/11/98		----- 23,300	
LeBow Limited Partnership	3/12/98	5,026	15.00
LeBow Limited Partnership	3/12/98	477	15.06
LeBow Limited Partnership	3/12/98	1,608	15.25
LeBow Limited Partnership	3/12/98	503	15.31
LeBow Limited Partnership	3/12/98	955	15.38
LeBow Limited Partnership	3/12/98	251	15.44
LeBow Limited Partnership	3/12/98	779	15.50
LeBow Limited Partnership	3/12/98	75	15.56
LeBow Limited Partnership	3/12/98	402	15.63
LeBow Limited Partnership	3/12/98	251	15.69
LeBow Limited Partnership	3/12/98	377	15.75
LeBow Limited Partnership	3/12/98	250	15.81
LeBow Limited Partnership	3/12/98	251	15.88
LeBow Limited Partnership	3/12/98	126	15.94
LeBow Limited Partnership	3/12/98	10,629	16.00
LeBow Limited Partnership	3/12/98	577	16.13
LeBow Limited Partnership	3/12/98	1,458	16.25
LeBow Limited Partnership	3/12/98	1,005	16.38
TOTAL 3/12/98		----- 25,000	
LeBow Limited Partnership	4/13/98	25,000	15.38
LeBow Limited Partnership	4/13/98	75,000	15.50
TOTAL 4/13/98		----- 100,000	
LeBow Limited Partnership	4/14/98	10,000	15.00
LeBow Limited Partnership	4/14/98	25,000	15.13
TOTAL 4/14/98		----- 35,000	

Except for a gift made on March 6,1998, all transactions were effected in the open market on the New York Stock Exchange.