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

SCHEDULE 13D

UNDER THE SECURITIES EXCHANGE ACT OF 1934
 (AMENDMENT NO. 1)*

NEW VALLEY CORPORATION

 (Name of Issuer)

\$3.00 CLASS B CUMULATIVE CONVERTIBLE PREFERRED SHARES

 (\$25 LIQUIDATION VALUE), \$.10 PAR VALUE

 (TITLE OF CLASS OF SECURITIES)

649080306

 (CUSIP NUMBER)

MARC N. BELL, 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)

JANUARY 30, 1996

 (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 which is the subject of this Schedule 13D, and is filing this schedule because of Rule 13d-1(b)(3) or (4), check the following box / /.

Check the following box if a fee is being paid with the statement / /. (A fee is not required only if the reporting person: (1) has a previous statement on file reporting beneficial ownership of more than five percent of the class of securities described in Item 1; and (2) has filed no amendment subsequent thereto reporting beneficial ownership of five percent or less of such class.) (See Rule 13d-7).

NOTE: Six copies of this statement, including all exhibits, should be filed with the Commission. See Rule 13d-1(a) 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).

1 Name of Reporting Person
S.S. or I.R.S. Identification No. of Above Person

Brooke Group Ltd

2 Check the Appropriate Box if a Member of a Group*

(a) []
(b) [X]

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

Delaware

Number of 7 Sole Voting Power 250,885 See Items 4 and 5 herein.

Shares 8 Shared Voting Power

Beneficially 9 Sole Dispositive Power 250,885 See Items 4 and 5 herein.
Owned by Each

Reporting Person 10 Shared Dispositive Power
With

11 Aggregate Amount Beneficially Owned by Each Reporting Person 250,885 See Item 5(a) herein.

12 Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares*

[]

13 Percent of Class Represented by Amount in Row (11) 8.9% See Item 5(a) herein.

14 Type of Reporting Person* CO; HC

*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.

1 Name of Reporting Person
S.S. or I.R.S. Identification No. of Above Person

BGLS Inc.

2 Check the Appropriate Box if a Member of a Group*

(a) []
(b) [X]

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

Delaware

Number of 7 Sole Voting Power 250,885 See Items 4 and 5 herein.

Shares 8 Shared Voting Power

Beneficially 9 Sole Dispositive Power.
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Reporting Person 10 Shared Dispositive Power
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[]

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14 Type of Reporting Person* CO; HC

*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.

1 Name of Reporting Person
S.S. or I.R.S. Identification No. of Above Person

Bennett S. LeBow

2 Check the Appropriate Box if a Member of a Group*

(a) []
(b) [x]

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 7 Sole Voting Power 250,885 See Items 4 and 5 herein.

Shares 8 Shared Voting Power

Beneficially 9 Sole Dispositive Power 250,885 See Items 4 and 5 herein.
Owned by Each

Reporting Person 10 Shared Dispositive Power
With

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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 SIGNATURE ATTESTATION.

PRELIMINARY STATEMENT:

This Amendment No. 1 (the "Amendment") supplements the Schedule 13D filed jointly by the Reporting Persons (as defined below) with the Securities and Exchange Commission on June 26, 1995, (the "Schedule 13D"), relating to the \$3.00 Class B Cumulative Convertible Preferred Stock (\$25 Liquidation Value), \$.10 par value per share (the "Class B Stock"), of New Valley Corporation, a New York corporation ("New Valley"). Unless otherwise defined herein, all terms used herein shall have the meanings ascribed to them in the Schedule 13D.

ITEM 1. SECURITY AND ISSUER

This Amendment relates to the Class B Stock of New Valley, which has its principal executive offices at 100 S.E. Second Street, 32nd Floor, Miami, Florida 33131, (305) 579-8000.

ITEM 2. IDENTITY AND BACKGROUND

(a) This Amendment is being filed by Brooke Group Ltd., a Delaware corporation ("BGL"), BGLS Inc., a Delaware corporation and wholly-owned subsidiary of BGL ("BGLS"), and Bennett S. LeBow, the beneficial owner of 56.5% of the common stock of BGL (individually, a "Reporting Person" and, collectively, the "Reporting Persons") who collectively may be deemed to be a group beneficially owning approximately 8.9% of the outstanding shares of the Class B Stock within the meaning of Section 13(d)(3) of the Securities Exchange Act of 1934, as amended (the "Act"). The filing of this Amendment shall not be construed as an admission that any Reporting Person is, for purposes of Section 13(d) or 13(g) of the Act, the beneficial owner of any securities covered by this statement except for the securities stated herein to be beneficially owned by such Reporting Person or that the Reporting Persons are acting as a group within the meaning of Section 13(d)(3) of the Act.

(b),(c) BGL is a publicly held corporation with shares of its common stock listed on the New York Stock Exchange under the symbol "BGL". BGLS is a holding company for a number of businesses and is principally engaged, through its subsidiaries, in the manufacture and sale of cigarettes, and holds a direct equity interest and an indirect equity interest in New Valley. Mr. LeBow is the Chairman of the Board, President and Chief Executive Officer of BGL, Chairman of the Board, President and Chief Executive Officer of BGLS, and Chairman of the Board and Chief Executive Officer of New Valley and holds various positions with BGL's other subsidiary companies. A list of the directors and executive officers of each of BGL and BGLS is attached hereto as Exhibit 2. The principal business and principal office address of each of BGL and BGLS and their respective directors and executive officers and the business address of Mr. LeBow is 100 S.E. Second Street, Miami, Florida 33131.

(d),(e) None of the Reporting Persons, and to the best knowledge of the Reporting Persons, none of the persons named in Exhibit 2, during the last five years, (1) has been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors), or (2) was a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, Federal or State securities laws or finding any violation with respect to such laws.

(f) Mr. LeBow is a citizen of the United States of America and, to the best knowledge of the Reporting Person, each of the persons named in Exhibit 2 is a citizen of the United States.

ITEM 3. SOURCE AND AMOUNT OF FUNDS OR OTHER CONSIDERATION

See Item 4 herein.

ITEM 4. PURPOSE OF TRANSACTION

On or about January 30, 1995, BGLS, pursuant to an Exchange Agreement (the "Exchange Agreement", listed herein as Exhibit 3 and incorporated herein by reference thereto) among BGLS, BGL and the Participating Holders (as such term is defined in the Exchange Agreement), consummated an offer to exchange (the "Exchange Offer"): (a) its 15.75% Senior Secured Notes Due 2001, Series A (the "Series A Notes") for all its outstanding 13.75% Series 2 Senior Secured Notes Due 1997 (the "Series 2 Notes") and (b) its 15.75% Senior Secured Notes Due 2001, Series B (the "Series B Notes") for all its outstanding (i) 13.500% Senior Subordinated Reset Notes Due 1997, the interest rate on which has been reset to 16 1/8% (the "Reset Notes") and (ii) 14.500% Subordinated Debentures Due 1998 (the "Subordinated Debentures"). The Series A Notes and Series B Notes are collectively defined as the "New Debt". The Series 2 Notes, the Reset Notes and the Subordinated Debentures are collectively defined as the "Old Debt". The terms of the Series A Notes and Series B Notes are identical, except that certain of the Series A Notes are subject to certain restrictions on transfer under applicable securities laws and except for registration rights which relate to the Series A Notes.

On or about December 19, 1995, BGLS, pursuant to an A/B Exchange and Registration Rights Agreement (the "Registration Rights Agreement", listed herein as Exhibit 4 and incorporated herein by reference thereto), filed with the Securities and Exchange Commission (the "SEC") a registration statement with respect to a proposed offer by BGLS to the holders of the Series A Notes, including the Participating Holders, to issue such holders, in exchange for their Series A Notes, a corresponding principal amount of Series B Notes (the "A/B Exchange Offer").

BGLS' obligation to conduct and consummate the A/B Exchange Offer with respect to the Participating Holders is contingent upon the satisfaction of certain conditions as prescribed by the Registration Rights Agreement. If the A/B Exchange Offer, with respect to the Participating Holders, is deemed impracticable, then BGLS shall be obligated to prepare and file with the SEC a registration statement for an offering to be made by the Participating Holders on a continuous basis under Rule 415 under the Securities Act of 1933, as amended, covering all the New Debt.

The New Debt is secured by, among others, a pledge by BGLS, pursuant to a certain Pledge and Security Agreement (the "Pledge Agreement", listed herein as Exhibit 5 and incorporated herein by reference thereto), which includes, but is not limited to, all of its now owned or hereafter acquired equity securities in New Valley, together with all dividends and distributions thereon and proceeds thereof, excluding any moneys or other property representing a dividend on any of such equity securities in New Valley, unless held by BGLS for not less than 180 days.

So long as no Event of Default as such term is defined under the Indenture governing the New Debt (the "New Indenture", listed herein as Exhibit 6 and incorporated herein by reference thereto) has occurred and is continuing, BGLS will have the right to exercise all voting, consensual and other powers of ownership pertaining to the Class B Stock for all purposes not inconsistent with the terms of the Pledge Agreement, the New Indenture, the New Debt or any other instrument or agreement referred to therein, provided that BGLS agrees that it will not vote the Class B Stock in any manner that is inconsistent with the terms of the Pledge Agreement, the New Indenture, the New Debt or any such other instrument or agreement.

Unless and until an Event of Default under the New Indenture has occurred and is continuing, BGLS shall be entitled to receive and retain, in accordance with the New Indenture, any dividends on the Class B Stock paid in cash out of earned surplus.

Upon and during the continuance of an Event of Default under the New Indenture, Fleet National Bank of Massachusetts, as Trustee under the New Indenture, may exercise all voting rights and dispositive power associated with the Class B Stock.

The Reporting Persons may periodically acquire additional securities of New Valley. Except as described above, the Reporting Persons have no present plans or proposals that relate to or would result in any of the following (although the

right to develop such plans or proposals is reserved): (i) the disposition of securities of New Valley; (ii) an extraordinary corporate transaction, such as a merger, reorganization or liquidation, involving New Valley or any of its subsidiaries; (iii) a sale or transfer of a material amount of assets of New Valley or any of its subsidiaries; (iv) any change in the present Board of Directors or management of New Valley, including any plans or proposals to change the number or term of directors or to fill any existing vacancies on New Valley's present Board of Directors; (v) any material change in the present capitalization or dividend policy of New Valley; (vi) any other material change in New Valley's charter, by-laws or instruments corresponding thereto or other actions which may impede the acquisition of control of New Valley by any person; (vii) causing a class of securities of New Valley to be delisted from a registered national securities association; (viii) a class of equity securities of New Valley becoming eligible for termination of registration pursuant to Section 12(g)(4) of the Act; or (ix) any actions similar to those enumerated.

ITEM 5. INTEREST IN SECURITIES OF THE ISSUER

(a) As of February 1, 1996, each of the Reporting Persons was the beneficial owner of an aggregate of 250,885 shares of Class B Stock (the "Shares"), which constituted approximately 8.9% of the 2,790,776 shares of Class B Stock outstanding as of September 30, 1995 (as reported in New Valley's Quarterly Report on Form 10-Q for the quarterly period ended September 30, 1995 (the "Form 10-Q")).(1)

(b) BGLS exercises sole voting power and sole dispositive power over the Shares. See Item 4 herein. Under the definition of "beneficial ownership" in Rule 13d-3 promulgated under the Act, each of the other Reporting Persons may be deemed to beneficially own the Shares since Mr. LeBow beneficially owns a controlling interest in BGL, which in turn owns 100% of the capital stock of BGLS. The disclosure of this information shall not be construed as an admission that any of the Reporting Persons other than BGLS is the beneficial owner of the Shares under Rule 13d-3, or for any other purpose, and such beneficial ownership is expressly disclaimed.

(c) Inapplicable.

(d) Pursuant to the Pledge Agreement, BGLS pledged all of its now owned or hereafter acquired equity securities in New Valley, together with all dividends and distributions thereon and proceeds thereof, excluding any moneys or other property representing a dividend on any of the Shares, unless held by BGLS for not less than 180 days, as collateral for the performance of BGLS' obligation under the New Indenture. So long as no Event of Default under the New Indenture has occurred and is continuing, BGLS will have the right to exercise all voting, consensual and other powers of ownership pertaining to the Shares for all purposes not inconsistent with the terms of the Pledge Agreement, the New Indenture, the New Debt or any other instrument or agreement referred to therein, provided that BGLS agrees that it will not vote the Shares in any manner that is inconsistent with the terms of the Pledge Agreement, the New Indenture, the New Debt or any such other instrument or agreement.

Unless and until an Event of Default under the New Indenture has occurred and is continuing, BGLS shall be entitled to receive and retain, in accordance with the New Indenture, any dividends on the Shares paid in cash out of earned surplus. See Item 4 herein.

(1) Excludes BGLS' direct ownership of 394,975 shares of New Valley common stock, \$.01 par value per share (the "Common Stock"), which constituted less than 1% of the 191,601,437 shares of Common Stock outstanding as of November 10, 1995 (as reported in the Form 10-Q), and BGLS' indirect ownership through its wholly-owned subsidiary, New Valley Holdings, Inc. ("NV Holdings"), of the following New Valley securities which are the subject of the Schedule 13D filed jointly by certain of the Reporting Persons with the Securities and Exchange Commission on January 11, 1988, as amended by Amendments Nos. 1-13 thereto, relating to the Common Stock, and Amendments Nos. 14-16 thereto, relating to the Common Stock and \$15.00 Class A Increasing Rate Cumulative Senior Preferred Shares (\$100 Liquidation Value), \$.01 par value per share (the "Class A Stock"): (1) 79,399,254 shares of Common Stock, which constituted approximately 41.6% of the 191,601,437 shares of Common Stock outstanding as of November 10, 1995 (as reported in the Form 10-Q); and (2) 618,326 shares of the Class A Stock, which constituted approximately 59.3% of the 1,042,291 shares of Class A Stock outstanding as of February 1, 1996. BGLS' shares of Common Stock are also subject to the Pledge Agreement described in Items 4 and 5(d) herein while the shares of Common Stock and Class A Stock held by NV Holdings are subject to another Pledge and Security Agreement relating to the New Debt, the terms of which are substantially identical to those of the foregoing Pledge Agreement.

(e) Inapplicable.

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

See Item 4 herein.

ITEM 7. MATERIAL TO BE FILED AS EXHIBITS

Exhibit 2: Executive Officers and Directors of Brooke Group Ltd. and BGLS Inc.

Exhibit 3: Exchange Agreement dated as of November 21, 1995, among BGLS Inc., Brooke Group Ltd., AIF II, L.P., Artemis America Partnership, Tortoise Corp., Starfire Holding Corporation and Mainstay High Yield Corporate Bond Fund (incorporated by reference to Exhibit 10.13 in BGLS Inc.'s Registration Statement on Form S-4, Commission File No. 33-80593).

Exhibit 4: A/B Exchange and Registration Rights Agreement dated as of November 21, 1995, among BGLS Inc., Brooke Group Ltd., AIF II, L.P., Artemis America Partnership, Tortoise Corp. and Mainstay High Yield Corporate Bond Fund (incorporated by reference to Exhibit 4.3 in BGLS Inc.'s Registration Statement on Form S-4, Commission File No. 33-80593).

Exhibit 5: Pledge and Security Agreement dated as of January 1, 1996, between BGLS Inc. and Fleet National Bank of Massachusetts, as Trustee under the 15.75% Series A Senior Secured Notes Due 2001 and 15.75% Series B Senior Secured Notes Due 2001 (incorporated by reference to Exhibit 4.2 in BGLS Inc.'s Registration Statement on Form S-4, Commission File No. 33-80593).

Exhibit 6: Indenture, dated as of January 1, 1996, between BGLS Inc. and Fleet National Bank of Massachusetts, as Trustee, governing the 15.75% Series A Senior Secured Notes Due 2001 and 15.75% Series B Senior Secured Notes Due 2001, including the form of Series A Note and the form of Series B Note (incorporated by reference to Exhibit 4.1 in BGLS Inc.'s Registration Statement on Form S-4, Commission File No. 33-80593).

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: February 1, 1996

BROOKE GROUP LTD.

By: /s/ Gerald E. Sauter

Name: Gerald E. Sauter
Title: Chief Financial Officer

BGLS INC.

By: /s/ Gerald E. Sauter

Name: Gerald E. Sauter
Title: Chief Financial Officer

BENNETT S. LEBOW

By: /s/ Bennett S. LeBow

EXHIBIT INDEX

Exhibit No. -----	Title: -----	Sequentially Numbered Page on Which Exhibit Begins: -----
Exhibit 2:	Executive Officers and Directors of Brooke Group Ltd. and BGLS Inc.	11
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EXHIBIT 2:

EXHIBIT 2
EXECUTIVE OFFICERS AND DIRECTORS:

Brooke Group Ltd.

Name:
-----Position:

Bennett S. LeBow

Chairman of the Board, President and Chief Executive Officer

Gerald E. Sauter

Vice President, Chief Financial Officer and Treasurer

Robert J. Eide

Director

Jeffrey S. Podell

Director

Marc N. Bell

Secretary

BGLS Inc.

Name:
-----Position:

Bennett S. LeBow

Chairman of the Board, President and Chief Executive Officer

Gerald E. Sauter

Vice President, Chief Financial Officer and Treasurer

Robert J. Eide

Director

Jeffrey S. Podell

Director

Marc N. Bell

Secretary