

SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549

Schedule 13D

Under the Securities Exchange Act of 1934  
(Amendment No. 8)\*

Electric Fuel Corporation

-----  
(Name of Issuer)

Common Stock \$0.01 Par Value

-----  
(Title of Class of Securities)

284871-10-0

-----  
(CUSIP Number)

Steven M. Plon, Esquire, Buchanan Ingersoll Professional Corporation  
Eleven Penn Center, 14th Floor, Philadelphia, PA 19103, (215) 665-3608

-----  
(Name, Address and Telephone Number of Person  
Authorized to Receive Notices and Communications)

September 28, 1999

-----  
(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 claim 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 13d1(a) for other parties to whom copies are to be sent.

\*The remainder of this coverage page shall be filed 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 action of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

(Continued on following page(s))

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CUSIP No. 284871-10-0  
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-----  
1. NAME OF REPORTING PERSONS  
S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSONS  
Leon S. Gross S.S. No. ###-##-####  
-----

2. CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP\* (a) \_\_\_\_\_  
\_\_\_\_\_  
(b) \_\_\_\_\_  
-----

-----  
3. SEC USE ONLY  
-----

4. SOURCE OF FUNDS\* PF  
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5. CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED  
PURSUANT TO ITEM 2(d) or 2(e)

6. CITIZENSHIP OR PLACE OF ORGANIZATION  
United States of America

7. SOLE VOTING POWER  
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH 3,351,004

8. SHARED VOTING POWER  
235,000

9. SOLE DISPOSITIVE POWER  
2,801,004

10. SHARED DISPOSITIVE POWER  
785,000 [550,000 shares are subject to a Security Agreement and 235,000 are held jointly as a Co-Trustee of the Rose Gross Charitable Foundation].

11. AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  
3,586,004

12. CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES  
CERTAIN SHARES\*

13. PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 25.6% of  
the issued and outstanding stock

14. TYPE OF REPORTING PERSON\*  
IN

\*SEE INSTRUCTIONS BEFORE FILLING OUT!

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#### AMENDMENT NO. 8 TO SCHEDULE 13D

This Amendment No. 8 to the Schedule 13D dated February 23, 1996, as amended by the First Amendment to Schedule 13D dated April 30, 1996, the Second Amendment to Schedule 13D dated September 1, 1996, the Third Amendment to Schedule 13D dated October 11, 1996, the Fourth Amendment to Schedule 13D dated December 27, 1996, the Fifth Amendment to Schedule 13D dated May 12, 1997, the Sixth Amendment to Schedule D dated December 3, 1997 and the Seventh Amendment to Schedule 13D dated September 28, 1998 (the "Existing Schedule 13D"), is being filed by the undersigned in accordance with Rule 13d-2(a) of the general rules and regulations under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and amends the Existing Schedule 13D to the extent set forth below. Terms defined in the Existing Schedule 13D are used herein as so defined.

Item 5. Interest in Securities of the Issuer.

The third paragraph of Items 5(a) and (b) of the Existing Schedule 13D is hereby amended to read as follows:

Mr. Gross beneficially owns 3,586,004 Shares, or 25.6% of the Common Stock outstanding. Of the 3,586,004 Shares beneficially owned by him, Mr. Gross has the sole power to vote 3,351,004 Shares. The remaining 235,000 Shares are held jointly by Mr. Gross and Lawrence M. Miller in their capacities as Co-Trustees of the Rose Gross Charitable Foundation (the "Foundation"), a charitable foundation founded by Mr. Gross by Agreement of Trust dated May 28, 1997. Mr. Gross has sole power to dispose of all Shares beneficially owned by him, except for (i) rights as to disposition for a total of 550,000 Shares granted to Madison Bank under a Security Agreement and (ii) the 235,000 Shares owned by the Foundation. To the best of Mr. Gross' knowledge, except as expressly set forth herein, no other person has the right to receive or the power to direct the receipt of dividends from, or proceeds of the sale of, the shares of Common Stock held by him.

Item 6. Contracts, Arrangements, Understanding or Relationship With Respect to Securities of the Issuer.

Item 6 of the Existing Schedule 13D is hereby amended by replacing it with the following paragraph:

(a) On September 28, 1999, Mr. Gross pledged 550,000 Shares owned by him to Madison Bank as security for a loan by Madison Bank to Mr. Gross pursuant to a

Item 7. Exhibits

Exhibit "1" - Security Agreement dated September 27, 1999 between Mr. Gross and Madison Bank.

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

October 14, 1999

- -----  
Date

/s/Leon S. Gross

- -----  
Leon S. Gross

Exhibit 1

SECURITY AGREEMENT

<TABLE>  
<CAPTION>

DATE September 27, 1999  
-----

DEBTOR	Leon S. Gross	SECURED PARTY	Madison Bank
<S>	<C>	<C>	<C>
BUSINESS OR RESIDENCE ADDRESS	Park Plaza Condominium, 14M	ADDRESS	1767 Sentry Parkway West
CITY, STATE & ZIP CODE	Philadelphia, PA 19131	CITY, STATE & ZIP CODE	Blue Bell, PA 19422

</TABLE>

1. Security Interest and Collateral. To secure the payment and performance of each and every debt, liability and obligation of every type and description which Debtor may now or at any time hereafter owe to Secured Party (whether such debt, liability or obligation now exists or is hereafter created or incurred, and whether it is or may be direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, or joint, several or joint and several; all such debts, liabilities and obligations being herein collectively referred to as the "Obligations"), Debtor hereby grants Secured Party a security interest (herein called the "Security Interest") in the following property (herein called the "Collateral") (check applicable boxes and complete information):

[Inapplicable sections omitted]

(c) ACCOUNTS AND OTHER RIGHTS TO PAYMENT:

Assignment of certificates of marketable securities.

together with all substitutions and replacements for and products of any of the foregoing property not constituting consumer goods and together with proceeds of any and all of the foregoing property and, in the case of all tangible Collateral, together with all accessions and, except in the case of consumer goods, together with (i) all accessories, attachments, parts, equipment and repairs now or hereafter attached or affixed to or used in connection with any such goods, and (ii) all warehouse receipts, bills of lading and other documents of title now or hereafter covering such goods.

2. Representations, Warranties and Agreements. Debtor represents, warrants and agrees that:

(a) Debtor is  an individual,  a partnership,  a corporation and, if Debtor is an individual, the Debtor's residence is at the address of Debtor shown at the beginning of this Agreement.

(b) The Collateral will be used primarily for  personal, family or household purposes;  farming operations;  business purposes.

(c)  If any part or all of the tangible Collateral will become so related to particular real estate as to become a fixture, the real estate concerned is: and the name of the record owner is:

(d) Debtor's chief executive office is located at ----- or, if left blank, at the address of Debtor shown at the beginning of this Agreement.

Madison Bank

- -----  
Secured Party's Name

Leon S. Gross

- -----  
Debtor's Name