As filed with the Securities and Exchange Commission on March 28, 2006

Registration No. 333-

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549

FORM S-8

REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

The Quigley Corporation
(Exact Name of Registrant as Specified in Its Charter)

NEVADA	23-2577138
(State or Other Jurisdiction of Incorporation or Organization)	(I.R.S. Employer Identification Number)

Kells Building
621 Shady Retreat Road
Doylestown, Pennsylvania 18901
(215) 345-0919
(Address Principal Executive Offices) (Zip Code)

1997 Stock Option Plan
(Full Title of the Plan)

Guy J. Quigley
President and Chief Executive Officer
The Quigley Corporation
Kells Building
621 Shady Retreat Road
Doylestown, Pennsylvania 18901
(Name and Address of Agent For Service)

(215) 345-0919
Telephone Number, Including Area Code of Agent For Service.

Copy to:

Robert H. Friedman, Esq.
Olshan Grundman Frome Rosenzweig & Wolosky LLP
Park Avenue Tower
65 East 55th Street
New York, New York 10022
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CALCULATION OF REGISTRATION FEE

Title of Shares to be Registered	Amount to be Registered (1)(2)	Proposed Maximum Offering Price Per Share (3)	Proposed Maximum Aggregate Offering Price	Amount of Registration Fee
Common Stock, $.0005 par value per share	1,500,000	$8.53	$12,795,000.00	$1,369.07
TOTAL				$1,369.07

(1) Pursuant to Rule 416 of the Securities Act of 1933, as amended, the registration statement also covers such indeterminate additional

shares of common stock as may become issuable as a result of any future anti-dilution adjustment in accordance with the terms of the 1997 Stock Option Plan (the "Plan").

(2) The number of shares available for the grant of options under the Plan has been increased from 3,000,000 to 4,500,000.

(3) Pursuant to Rule 457 (h) of the Securities Act of 1933, as amended, the offering price per share, solely for the purpose of calculating the registration fee, is based on the average of the high and low prices of the Registrant's common stock on the Nasdaq National Market on March 23, 2006.

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EXPLANATORY NOTES

The Quigley Corporation (the "Company") has prepared this registration statement in accordance with the requirements of Form S-8 under the Securities Act of 1933, as amended (the "Securities Act"), to register shares of our common stock, $0.0005 par value per share, issuable under our 1997 Stock Option Plan (the "Plan"). A total of 1,500,000 shares of common stock of the Company were registered by the Company on Form S-8 (No. 333-61313) which shares of common stock are to be issued in connection with the Plan. On May 4, 2001, the stockholders of the Company approved an amendment to the Plan to increase the number of shares of Common Stock issuable under the Plan from 1,500,000 shares to 3,000,000 shares. An additional 1,500,000 shares of common stock of the Company were registered by the Company on Form S-8 (No. 333-73456) which shares of common stock are to be issued in connection with the Plan. On June 28, 2005, the stockholders of the Company approved an amendment to the Plan to increase the number of shares of Common Stock issuable under the Plan from 3,000,000 shares to 4,500,000 shares.

PART I

INFORMATION REQUIRED IN THE SECTION 10(A) PROSPECTUS

We will provide documents containing the information specified in Part 1 of Form S-8 to employees as specified by Rule 428(b)(1) under the Securities Act. Pursuant to the instructions to Form S-8, we are not required to file these documents either as part of this registration statement or as prospectuses or prospectus supplements pursuant to Rule 424 under the Securities Act.

PROSPECTUS

1,500,000 SHARES
THE QUIGLEY CORPORATION
COMMON STOCK. $0.0005 PAR VALUE PER SHARE

THE QUIGLEY CORPORATION

This prospectus relates to the reoffer and resale by certain selling stockholders of shares of our common stock that have been or may be issued by us to the selling stockholders upon the exercise of stock options granted under our stock option plans or pursuant to other grants of stock options to employees, consultants and non-employee directors. We have not previously registered the offer and sale of the shares to the selling stockholders. This prospectus also relates to certain underlying options that have not as of this date been granted. If and when such options are granted to persons required to use the prospectus to reoffer and resell the shares underlying such options, we will distribute a prospectus supplement. The shares are being reoffered and resold for the account of the selling stockholders. We will not receive any of the proceeds from the resale of the shares.

The selling stockholders have advised us that the resale of their shares may be effected from time to time in one or more transactions on the Nasdaq National Market, in negotiated transactions or otherwise, at market prices prevailing at the time of the sale or at prices otherwise negotiated. See "Plan of Distribution." We will bear all expenses in connection with the preparation of this prospectus.

Our principal executive offices are located at the Kells Building, 621 Shady Retreat Road, Doylestown, Pennsylvania 18901. Our telephone number is

(215) 345-0919.

Our common stock is listed on the Nasdaq National Market under the symbol "QGLY." The last reported sale price for our common stock on March 27, 2006 was $8.50 per share.

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THIS INVESTMENT INVOLVES A HIGH DEGREE OF RISK.
SEE "RISK FACTORS" BEGINNING ON PAGE 2.

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NEITHER THE SECURITIES AND EXCHANGE COMMISSION NOR ANY STATE SECURITIES COMMISSION HAS APPROVED OR DISAPPROVED OF THESE SECURITIES OR DETERMINED IF THIS PROSPECTUS IS TRUTHFUL OR COMPLETE. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

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The date of this prospectus is March 28, 2006.

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You should rely only on the information contained in this prospectus or any accompanying supplemental prospectus and the information specifically incorporated by reference. We have not authorized anyone to provide you with different information or make any additional representations. This is not an offer of these securities in any state or other jurisdiction where the offer is not permitted. You should not assume that the information contained in or incorporated by reference into this prospectus or any prospectus supplement is accurate as of any date other than the date on the front of each of such documents.

INCORPORATION BY REFERENCE

The Securities and Exchange Commission (the "SEC") allows us to "incorporate by reference" the information we file with them, which means that we can disclose important information to you by referring to those documents. The information we incorporate by reference is considered to be a part of this prospectus and information that we file later with the SEC will automatically update and replace this information. We incorporate by reference the documents listed below and any future filings we make with the SEC under Sections 13(a), 13(c), 14 or 15(d) of the Securities Exchange Act of 1934, as amended prior to the termination of this offering:

(1) Our Annual Report on Form 10-K for the year ended December 31, 2005;

(2) Current Report on Form 8-K filed on February 27, 2006; and

(3) The description of our Common Stock, $.0005 par value, in our registration statement on Form 8-A filed October 25, 1996.

You may request a copy of these filings (excluding the exhibits to such filings which we have not specifically incorporated by reference in such filings) at no cost, by writing or telephoning us at:

The Quigley Corporation
Kells Building
621 Shady Retreat Road
Doylestown, Pennsylvania 18901
Attention: Chief Financial Officer
Tel. (215) 345-0919

ABOUT THIS PROSPECTUS

This prospectus is part of a registration statement we filed with the SEC. You should rely only on the information provided or incorporated by reference in this prospectus or any related supplement. We have not authorized anyone else to provide you with different information. The selling stockholders will not make an offer of these shares in any state where the offer is not permitted. You should not assume that the information in this prospectus or any supplement is accurate as of any other date than the date on the front of those documents.

THE COMPANY

The Quigley Corporation (the "Company" and herein referred to as "we", "us" and "our") isa Nevada corporation which was organized on August 24, 1989 and commenced business operations in October 1989.

Headquartered in Doylestown, Pennsylvania, we are a leading manufacturer, marketer and distributor of a diversified range of homeopathic and health products which comprise the Cold Remedy, Health and Wellness and Contract Manufacturing segments. The Company is also involved in the research and development of potential prescription products that comprise the Ethical Pharmaceutical segment.

Our business is the development, manufacture, sale and distribution of over the counter (OTC) cold remedy products, proprietary health and wellness products through our direct selling subsidiary and the research and development of natural-source derived pharmaceuticals.

Cold-Eeze(R) is one of our key cold remedy OTC products whose benefits are derived from our proprietary zinc formulation. The product's effectiveness has been substantiated in two double-blind clinical studies proving that Cold-Eeze(R) reduces the duration and severity of the common cold symptoms by nearly half. The Cold Remedy segment, where Cold-Eeze(R) is represented, is reviewed regularly to realize any new consumer opportunities in flavor, convenience and packaging to help improve market share for the Cold-Eeze(R) product. Additionally, we are constantly active in exploring and developing new products consistent with our brand image and standard of proven consumer benefit.

Effective October 1, 2004, we acquired substantially all of the assets of JoEl, Inc., the previous manufacturer of the Cold-Eeze(R) lozenge product assuring a future manufacturing capability necessary to support the business of the Cold Remedy segment. This manufacturing entity, now called Quigley Manufacturing Inc. ("QMI"), our wholly owned subsidiary, will continue to produce lozenge product along with performing such operational tasks as warehousing and shipping our Cold-Eeze(R) products. In addition, QMI produces a variety of hard and organic candy for sale to third party customers in addition to performing contract manufacturing activities for non-related entities.

Our Health and Wellness segment is operated through Darius International Inc. ("Darius"), our wholly owned subsidiary, which was formed in January 2000 to introduce new products to the marketplace through a network of independent distributor representatives. Darius is a direct selling organization specializing in proprietary nutritional and dietary supplement based health and wellness products. The formation of Darius has provided us with diversification in both the method of product distribution and the broader range of products available to the marketplace, serving as a balance to the seasonal revenue cycles of the Cold-Eeze(R) branded products.

In January 2001, we formed an Ethical Pharmaceutical segment, Quigley

Pharma Inc. ("Quigley Pharma"), that is under the direction of its Executive Vice President and Chairman of its Medical Advisory Committee. Quigley Pharma was formed for the purpose of developing naturally derived prescription drugs. Quigley Pharma is currently undergoing research and development activity in compliance with regulatory requirements. At this time, five patents have been issued and assigned to us resulting from research activity of Quigley Pharma. In certain instances where a critical mass of positive scientific data has been established for compounds that we do not envision bringing to market, we may decide to sell or license our technology.

Our mailing address is PO Box 1349, Doylestown, PA 18901. Our telephone number is (215) 345-0919.

RISK FACTORS

AN INVESTMENT IN OUR COMMON STOCK INVOLVES A HIGH DEGREE OF RISK. THE RISK FACTORS LISTED BELOW ARE THOSE THAT WE CONSIDER TO BE MATERIAL TO AN INVESTMENT IN OUR COMMON STOCK AND THOSE WHICH, IF REALIZED, COULD HAVE MATERIAL ADVERSE EFFECTS ON OUR BUSINESS, FINANCIAL CONDITION OR RESULTS OF OPERATIONS AS SPECIFICALLY DISCUSSED BELOW. IF SUCH AN ADVERSE EVENT OCCURS , THE TRADING

PRICE OF OUR COMMON STOCK COULD DECLINE, AND YOU COULD LOSE ALL OR PART OF YOUR INVESTMENT. BEFORE YOU INVEST IN OUR COMMON STOCK, YOU SHOULD BE AWARE OF VARIOUS RISKS, INCLUDING THOSE DESCRIBED BELOW. YOU SHOULD CAREFULLY CONSIDER THESE RISK FACTORS, TOGETHER WITH ALL OF THE OTHER INFORMATION INCLUDED OR INCORPORATED BY REFERENCE IN THIS PROSPECTUS, BEFORE YOU DECIDE WHETHER TO PURCHASE OUR COMMON STOCK. THIS SECTION INCLUDES OR REFERS TO CERTAIN FORWARD-LOOKING STATEMENTS. YOU SHOULD REFER TO THE EXPLANATION OF THE QUALIFICATIONS AND LIMITATIONS ON SUCH FORWARD-LOOKING STATEMENTS DISCUSSED ON PAGE 11.

WE HAVE A HISTORY OF LOSSES AND LIMITED WORKING CAPITAL AND WE EXPECT TO INCREASE OUR SPENDING.

We have experienced net losses for three of our past seven fiscal years. Although we earned net income of approximately $3,217,000, $453,000 and $675,000, respectively, in our most recent fiscal years ended December 31, 2005, December 31, 2004 and 2003, we incurred net losses of $6,454,000, $5,196,000 and $4,204,000, respectively, in the fiscal years ended December 31, 2002, December 31, 2000 and December 31, 1999. In the fiscal year ended December 31, 2001, we earned net income of $216,000, but that amount included net settled litigation payments paid to us of approximately $700,000 related to licensing fees. As of December 31, 2005, we had working capital of approximately $20,682,000. Since we continue to increase our spending on research and development in connection with Quigley Pharma's product development, we are uncertain whether we will generate sufficient revenues to meet expenses or to operate profitably in the future.

WE HOLD PATENTS WHICH WE MAY NOT BE ABLE TO DEVELOP INTO PHARMACEUTICAL MEDICATIONS.

Our success depends in part on Quigley Pharma's ability to research and develop prescription medications based on our patents which are:

- A Patent (No. 6,555,573 B2) entitled "Method and Composition for the Topical Treatment of Diabetic Neuropathy." The patent extends through March 27, 2021.
- A Patent (No. 6,592,896 B2) entitled "Medicinal Composition and Method of Using It" (for Treatment of Sialorrhea and other Disorders) for a product to relieve Sialorrhea (drooling) in patients suffering from Amyotrophic Lateral Sclerosis (ALS), otherwise known as Lou Gehrig's Disease. The patent extends through August 6, 2021.
- A Patent (No. 6,596,313 B2) entitled "Nutritional Supplement and Method of Using It" for a product to relieve Sialorrhea (drooling) in patients suffering from Amyotrophic Lateral Sclerosis (ALS), otherwise known as Lou Gehrig's Disease. The patent extends through April 15, 2022.
- A Patent (No. 6,753,325 B2) entitled "Composition and Method for Prevention, Reduction and Treatment of Radiation Dermatitis," a composition for the preventing, reducing or treating radiation dermatitis. The patent extends through November 5, 2021.

- A Patent (No. 6,827,945 B2) entitled "Nutritional Supplement &

Methods of Using Same" for a naturally derived compound developed for the treatment of arthritis and related inflammatory disorders. The patent extends through August 22, 2023.

These potential new products are in the development stage and we cannot give any assurances that we can develop commercially viable products from these patent applications. Prior to any new product being ready for sale, we will have to commit substantial resources for research, development, preclinical testing, clinical trials, manufacturing scale-up and regulatory approval. We face significant technological risks inherent in developing these products. We may abandon some or all of our proposed new products before they become commercially viable. Even if we develop and obtain approval of a new product, if we cannot successfully commercialize it in a timely manner, our business and financial condition may be materially adversely affected.

WE WILL NEED TO OBTAIN ADDITIONAL CAPITAL TO SUPPORT LONG-TERM PRODUCT DEVELOPMENT AND COMMERCIALIZATION PROGRAMS.

Our ability to achieve and sustain operating profitability depends in large part on our ability to commence, execute and complete clinical programs for, and obtain additional regulatory approvals for, prescription medications developed by Quigley Pharma, particularly in the U.S. and Europe. We cannot assure you that we will ever obtain such approvals or achieve significant levels of sales. Our current sales levels of Cold-Eeze(R) products and health and wellness products may not generate all the funds we anticipate will be needed to support our current plans for product development. We may need to obtain additional financing to support our long-term product development and commercialization programs. We may seek additional funds through public and private stock offerings, arrangements with corporate partners, borrowings under lines of credit or other sources.

The amount of capital we may need to complete product development of Quigley Pharma's products will depend on many factors, including;

- the cost involved in applying for and obtaining FDA and international regulatory approvals;
- whether we elect to establish partnering arrangements for development, sales, manufacturing and marketing of such products;
- the level of future sales of our Cold-Eeze(R) and health and wellness products, expense levels for our international sales and marketing efforts;
- whether we can establish and maintain strategic arrangements for development, sales, manufacturing and marketing of our products; and
- whether any or all of our outstanding options and warrants are exercised and the timing and amount of these exercises.

Many of the foregoing factors are not within our control. If we need to raise additional funds and such funds are not available on reasonable terms, we may have to reduce our capital expenditures, scale back our development of new products, reduce our workforce and out-license to others products or

technologies that we otherwise would seek to commercialize ourselves. Any additional equity financing will be dilutive to stockholders, and any debt financing, if available, may include restrictive covenants.

OUR CURRENT PRODUCTS AND POTENTIAL NEW PRODUCTS ARE SUBJECT TO EXTENSIVE GOVERNMENTAL REGULATION.

Our business is regulated by various agencies of the states and localities where our products are sold. Governmental regulations in foreign countries where we plan to commence or expand sales may prevent or delay entry into a market or prevent or delay the introduction, or require the reformulation, of certain of our products. In addition, we cannot predict whether new domestic or foreign legislation regulating our activities will be enacted. Any new legislation could have a material adverse effect on our business, financial condition and operations. Non-compliance with any applicable requirements may subject us or the manufacturers of our products to sanctions, including warning letters, fines, product recalls and seizures.

COLD REMEDY AND HEALTH AND WELLNESS PRODUCTS. The manufacturing, processing, formulation, packaging, labeling and advertising of our cold remedy and health and wellness products are subject to regulation by several federal agencies, including:

- the FDA;
- the Federal Trade Commission ("FTC");
- the Consumer Product Safety Commission;
- the United States Department of Agriculture;
- the United States Postal Service;
- the United States Environmental Protection Agency; and
- the Occupational Safety and Health Administration.

In particular, the FDA regulates the safety, labeling and distribution of dietary supplements, including vitamins, minerals and herbs, food additives, food supplements, over-the-counter and prescription drugs and cosmetics. The FTC also has overlapping jurisdiction with the FDA to regulate the promotion and advertising of vitamins, over-the-counter drugs, cosmetics and foods. In addition, our cold remedy products are homeopathic remedies which are regulated by the Homeopathic Pharmacopoeia of the United States ("HPUS"). HPUS sets the standards for source, composition and preparation of homeopathic remedies which are officially recognized in the Federal Food, Drug and Cosmetics Act of 1938.

QUIGLEY PHARMA. The preclinical development, clinical trials, product manufacturing and marketing of Quigley Pharma's potential new products are subject to federal and state regulation in the United States and other countries. Clinical trials and product marketing and manufacturing are subject to the rigorous review and approval processes of the FDA and foreign regulatory authorities. Obtaining FDA and other required regulatory approvals is lengthy

and expensive. Typically, obtaining regulatory approval for pharmaceutical products requires substantial resources and takes several years. The length of this process depends on the type, complexity and novelty of the product and the nature of the disease or other indication to be treated. Preclinical studies must comply with FDA regulations. Clinical trials must also comply with FDA regulations and may require large numbers of test subjects, complex protocols and possibly lengthy follow-up periods. Consequently, satisfaction of government regulations may take several years, may cause delays in introducing potential new products for considerable periods of time and may require imposing costly procedures upon our activities. If we cannot obtain regulatory approval of new products in a timely manner or at all we could be materially adversely affected. Even if we obtain regulatory approval of new products, such approval may impose limitations on the indicated uses for which the products may be marketed which could also materially adversely affect our business, financial condition and future operations.

OUR BUSINESS IS VERY COMPETITIVE AND INCREASED COMPETITION COULD HAVE A SIGNIFICANT IMPACT ON OUR EARNINGS.

Both the non-prescription healthcare product and pharmaceutical industries are highly competitive. Many of our competitors have substantially greater capital resources, research and development staffs, facilities and experience than we do. These and other entities may have or may develop new technologies. These technologies may be used to develop products that compete with ours.

We believe that our primary cold remedy product, Cold-Eeze(R), has a competitive advantage over other cold remedy products because it has been clinically proven to reduce the severity and duration of common cold symptoms. We believe Darius has an advantage over its competitors because it directly sells its proprietary health and wellness products through its extensive network of independent distributors. Competition in Quigley Pharma's expected product areas would most likely come from large pharmaceutical companies as well as other companies, universities and research institutions, many of which have resources far in excess of our resources.

The Company believes that its ability to compete depends on a number of factors, including price, product quality, availability, reliability and name recognition of its cold remedy, health and wellness products and Quigley Pharma's ability to successfully develop and market prescription medications. There can be no assurance that we will be able to compete successfully in the future. If we are unable to compete, our earnings may be significantly impacted.

OUR FUTURE SUCCESS IS DEPENDENT ON THE CONTINUED SERVICES OF KEY PERSONNEL INCLUDING OUR CHAIRMAN OF THE BOARD OF DIRECTORS, PRESIDENT AND CHIEF EXECUTIVE OFFICER.

Our future success depends in large part on the continued service of our key personnel. In particular, the loss of the services of Guy J. Quigley, our Chairman of the Board, President and Chief Executive Officer could have a

material adverse effect on our operations. We have an employment agreement with Mr. Quigley which expired on December 31, 2005. Our future success and growth also depends on our ability to continue to attract, motivate and retain highly qualified employees. If we are unable to attract, motivate and retain qualified employees, our business and operations could be materially adversely affected.

OUR FUTURE SUCCESS DEPENDS ON THE CONTINUED EMPLOYMENT OF RICHARD A. ROSENBLOOM, M.D., PH.D., WITH QUIGLEY PHARMA.

Quigley Pharma's potential new products are being developed through the efforts of Dr. Rosenbloom. The loss of his services could have a material adverse effect on our product development and future operations.

OUR FUTURE SUCCESS IS DEPENDENT ON THE CONTINUED ACCEPTANCE OF THE DIRECT SELLING PHILOSOPHY, THE MAINTENANCE OF OUR NETWORK OF EXISTING INDEPENDENT DISTRIBUTOR REPRESENTATIVES AND THE RECRUITMENT OF ADDITIONAL SUCCESSFUL INDEPENDENT DISTRIBUTOR REPRESENTATIVES.

Darius markets and sells herbal vitamins and dietary supplements for the human condition through its network of independent distributor representatives. Its products are sold to independent distributor representatives who either use the products for their own personal consumption or resell them to consumers. The independent distributor representatives receive compensation for sales achieved by means of a commission structure or compensation plan on certain product sales of certain personnel within their downstream independent distributor representative network. Since the independent distributor representatives are not employees of Darius, they are under no obligation to continue buying and selling Darius' products and the loss of key high-level distributors could negatively impact our future growth and profitability.

OUR FUTURE SUCCESS DEPENDS ON THE CONTINUED SALES OF OUR PRINCIPAL PRODUCT.

For the fiscal year ended December 31, 2005, our Cold-Eeze(R) products represented approximately 55% of our total sales. While we have diversified into health and wellness products, our line of Cold-Eeze(R) products continues to be a major part of our business. Accordingly, we have to depend on the continued acceptance of Cold-Eeze(R) products by our customers. However, there can be no assurance that our Cold-Eeze(R) products will continue to receive market acceptance. The inability to successfully commercialize Cold-Eeze(R) in the future, for any reason, would have a material adverse effect on our financial condition, prospects and ability to continue operations.

WE HAVE A CONCENTRATION OF SALES TO AND ACCOUNTS RECEIVABLE FROM SEVERAL LARGE CUSTOMERS.

Although we have a broad range of customers that includes many large wholesalers, mass merchandisers and multiple outlet pharmacy chains, our five largest customers account for a significant percentage of our sales. These five customers accounted for 29% of total sales for the fiscal year ended December 31, 2005 and 29% of total sales for the fiscal year ended December 31, 2004. In addition, customers comprising the five largest accounts receivable balances represented 47% and 48% of total accounts receivable balances at December 31, 2005 and 2004, respectively. We extend credit to our customers based upon an evaluation of their financial condition and credit history, and we do not generally require collateral. If one or more of these large customers cannot pay us, the write-off of their accounts receivable would have a material adverse effect on our operations and financial condition. The loss of sales to any one or more of these large customers would also have a material adverse effect on our operations and financial condition.

WE ARE DEPENDENT ON THIRD-PARTY MANUFACTURERS AND SUPPLIERS FOR OUR HEALTH AND WELLNESS PRODUCTS AND THIRD-PARTY SUPPLIERS FOR CERTAIN OF OUR COLD REMEDY PRODUCTS.

We do not manufacture any of our Health and Wellness products, nor do we manufacture any of the ingredients in these products. In addition, we purchase all active ingredients that are raw materials used in connection with our Cold-Eeze(R) product from a single unaffiliated supplier. Should any of these relationships terminate, we believe that the contingency plans which we have formulated would prevent a termination from materially affecting our operations. However, if any of these relationship is terminated, there may be delays in production of our products until an acceptable replacement facility is located. We continue to look for safe and reliable multiple-location sources for products and raw materials so that we can continue to obtain products and raw materials in the event of a disruption in our business relationship with any single manufacturer or supplier. While we have identified secondary sources for some of our products and raw materials, our inability to find other sources for some of our other products and raw materials may have a material adverse effect

on our operations. In addition, the terms on which manufacturers and suppliers will make products and raw materials available to us could have a material effect on our success.

WE ARE UNCERTAIN AS TO WHETHER WE CAN PROTECT OUR PROPRIETARY RIGHTS.

The strength of our patent position may be important to our long-term success. We currently own five patents in connection with products that are being developed by Quigley Pharma. In addition, we have been granted an exclusive agreement for worldwide representation, manufacturing, marketing and distribution rights to a zinc/gluconate/glycine lozenge formulation. That formulation has been patented in the United States, Germany, France, Italy, Sweden, Canada and Great Britain and a patent is pending in Japan. However, this patent in the United States expired in August 2004 and expired in June 2005 in all countries except Japan.

There can be no assurance that these patents and our exclusive license will effectively protect our products from duplication by others. In addition, we may not be able to afford the expense of any litigation which may be necessary to enforce our rights under any of our patents. Although we believe that our current and future products do not and will not infringe upon the patents or violate the proprietary rights of others, if any of our current or future products do infringe upon the patents or proprietary rights of others, we may have to modify our products or obtain an additional license for the manufacture and/or sale of such products. We could also be prohibited from selling the infringing products. If we are found to infringe on the proprietary rights of others, we are uncertain whether we will be able to take corrective actions in a timely manner, upon acceptable terms and conditions, or at all, and the failure to do so could have a material adverse effect upon our business, financial condition and operations.

We also use non-disclosure agreements with our employees, suppliers, consultants and customers to establish and protect the ideas, concepts and documentation of our confidential non-patented and non-copyright protected proprietary technology and know-how. However, these methods may not afford complete protection. There can be no assurance that third parties will not obtain access to or independently develop our technologies, know-how, ideas, concepts and documentation, which could have a material adverse effect on our financial condition.

THE SALES OF OUR PRIMARY PRODUCT FLUCTUATES BY SEASON.

A significant portion of our business is highly seasonal, which causes major variations in operating results from quarter to quarter. The third and fourth quarters generally represent the largest sales volume for our cold remedy

products. There can be no assurance that we will be able to manage our working capital needs and our inventory to meet the fluctuating demand for our products. Failure to accurately predict and respond to consumer demand may cause us to produce excess inventory. Conversely, if products achieve greater success than anticipated for any given quarter, we may not have sufficient inventory to meet customer demand.

OUR EXISTING PRODUCTS AND OUR NEW PRODUCTS UNDER DEVELOPMENT EXPOSE US TO POTENTIAL PRODUCT LIABILITY CLAIMS.

Our business exposes us to an inherent risk of potential product liability claims, including claims for serious bodily injury or death caused by the sales of our existing products and the clinical trials of our products which are being developed. These claims could lead to substantial damage awards. We currently maintain product liability insurance in the amount of, and with a maximum payout of, $15 million. A successful claim brought against us in excess of, or outside of, our insurance coverage could have a material adverse effect on our results of operations and financial condition. Claims against us, regardless of their merit or eventual outcome, may also have a material adverse effect on the consumer demand for our products.

WE ARE INVOLVED IN LAWSUITS REGARDING CLAIMS RELATING TO CERTAIN OF OUR COLD-EEZE(R) PRODUCTS.

We are, from time to time, subject to various legal proceedings and claims, either asserted or unasserted. Any such claims whether with or without merit, could be time-consuming and expensive to defend and could divert management's attention and resources. While management believes we have adequate insurance coverage and, if applicable, accrued loss contingencies for all known matters, we cannot assure that the outcome of all current or future litigation will not have a material adverse effect on us.

A SUBSTANTIAL AMOUNT OF OUR OUTSTANDING COMMON STOCK IS OWNED BY OUR CHAIRMAN OF THE BOARD AND PRESIDENT AND OUR EXECUTIVE OFFICERS AND DIRECTORS AS A GROUP CAN SIGNIFICANTLY INFLUENCE ALL MATTERS VOTED ON BY OUR STOCKHOLDERS.

Guy J. Quigley, our Chairman of the Board, President and Chief Executive Officer, through his beneficial ownership, has the power to vote approximately 33.2% of our common stock. Mr. Quigley and our other executive officers and directors collectively beneficially own approximately 48.7% of our common stock. These individuals have significant influence over the outcome of all matters submitted to stockholders for approval, including election of directors. Consequently, they exercise substantial control over all of our major decisions which could prevent a change of control of us.

OUR STOCK PRICE IS VOLATILE.

The market price of our common stock has experienced significant volatility. From January 1, 2002 to March 10, 2006, our per share bid price has ranged from a low of approximately $2.03 to a high of approximately $16.94. There are several factors which could affect the price of our common stock, some of which are announcements of technological innovations for new commercial products by us or our competitors, developments concerning propriety rights, new or revised governmental regulation or general conditions in the market for our products. Sales of a substantial number of shares by existing stockholders could also have an adverse effect on the market price of our common stock.

FUTURE SALES OF SHARES OF OUR COMMON STOCK IN THE PUBLIC MARKET COULD ADVERSELY AFFECT THE TRADING PRICE OF SHARES OF OUR COMMON STOCK AND OUR ABILITY TO RAISE FUNDS IN NEW STOCK OFFERINGS.

Future sales of substantial amounts of shares of our common stock in the public market, or the perception that such sales are likely to occur, could affect prevailing trading prices of our common stock and, as a result, the value of the notes. As of March 10, 2006, we had 11,678,478 shares of common stock outstanding.

We also have outstanding options to purchase an aggregate of 3,068,750 shares of common stock at an average exercise price of $7.58 per share and outstanding warrants to purchase an aggregate of 1,555,000 shares of common stock at an exercise price of $4.76 per warrant. If the holders of these shares, options or warrants were to attempt to sell a substantial amount of their holdings at once, the market price of our common stock would likely decline. Moreover, the perceived risk of this potential dilution could cause stockholders to attempt to sell their shares and investors to "short" the stock, a practice in which an investor sells shares that he or she does not own at prevailing market prices, hoping to purchase shares later at a lower price to cover the sale. As each of these events would cause the number of shares of our common stock being offered for sale to increase, the common stock's market price would likely further decline. All of these events could combine to make it very difficult for us to sell equity or equity-related securities in the future at a time and price that we deem appropriate.

WE DO NOT INTEND TO PAY CASH DIVIDENDS IN THE FORESEEABLE FUTURE.

We have not paid cash dividends on our common stock since our inception. We currently intend to retain earnings, if any, for use in our business and do not anticipate paying any cash dividends to our stockholders in the foreseeable future.

OUR ARTICLES OF INCORPORATION AND BY-LAWS CONTAIN CERTAIN PROVISIONS THAT MAY BE BARRIERS TO A TAKEOVER.

Our Articles of Incorporation and By-laws contain certain provisions which may deter, discourage, or make it difficult to assume control of us by another corporation or person through a tender offer, merger, proxy contest or similar transaction or series of transactions. These provisions may deter a future tender offer or other takeover attempt. Some stockholders may believe such an offer to be in their best interest because it may include a premium over the market price of our common stock at the time. In addition, these provisions may assist our current management in retaining its position and place it in a better position to resist changes which some stockholders may want to make if dissatisfied with the conduct of our business.

WE HAVE AGREED TO INDEMNIFY OUR OFFICERS AND DIRECTORS FROM LIABILITY.

Sections 78.7502 and 78.751 of the Nevada General Corporation Law allow us to indemnify any person who is or was made a party to, or is or was threatened to be made a party to, any pending, completed, or threatened action, suit or proceeding because he or she is or was a director, officer, employee or agent of ours or is or was serving at our request as a director, officer, employee or agent of any corporation, partnership, joint venture, trust or other enterprise. These provisions permit us to advance expenses to an indemnified party in connection with defending any such proceeding, upon receipt of an undertaking by the indemnified party to repay those amounts if it is later

determined that the party is not entitled to indemnification. These provisions may also reduce the likelihood of derivative litigation against directors and officers and discourage or deter stockholders from suing directors or officers for breaches of their duties to us, even though such an action, if successful, might otherwise benefit us and our stockholders. In addition, to the extent that we expend funds to indemnify directors and officers, funds will be unavailable for operational purposes.

SPECIAL NOTE REGARDING FORWARD-LOOKING STATEMENTS

This prospectus and the documents incorporated by reference into this prospectus contain forward-looking statements within the meaning of Section 27A of the Securities Act and Section 21E of the Securities Exchange Act of 1934, as amended, that are not historical facts but rather are based on current expectations, estimates and projections about our business and industry, our beliefs and assumptions. Words such as "anticipates", "expects", "intends", "plans", "believes", "seeks", "estimates" and variations of these words and similar expressions are intended to identify forward-looking statements. These statements are not guarantees of future performance and are subject to certain risks, uncertainties and other factors, some of which are beyond our control, are difficult to predict and could cause actual results to differ materially from those expressed or forecasted in the forward-looking statements. These risks and uncertainties include those described in "Risk Factors" beginning on page 1 and elsewhere in this prospectus and documents incorporated by reference into this prospectus. You are cautioned not to place undue reliance on these forward-looking statements, which reflect our management's view only as of the date of this prospectus or as of the date of any document incorporated by reference into this prospectus. We undertake no obligation to update these statements or publicly release the results of any revisions to the forward-looking statements that we may make to reflect events or circumstances after the date of this prospectus or the date of any document incorporated into this prospectus or to reflect the occurrence of unanticipated events.

USE OF PROCEEDS

The selling stockholders will receive all the proceeds from the sale of our common stock under this prospectus. Accordingly, we will not receive any part of the proceeds from the sale of our common stock under this prospectus.

SELLING STOCKHOLDERS

This Prospectus relates to the offer and sale by the selling stockholders of up to 1,500,000 shares issued under the Company's 1997 Stock Option Plan to the selling stockholders. This Prospectus also relates to such indeterminate number of additional shares of common stock that may be acquired by the selling stockholders as a result of the antidilution provisions of the Company's 1997 Stock Option Plan. To the extent required, additional information regarding the identity of the selling stockholders and certain other information relating to the selling stockholders will be provided by supplement to this Prospectus.

The following table sets forth (i) the number of shares of common stock beneficially owned by each selling stockholder prior to the offering, (ii) the number of shares of common stock being offered for resale by each selling stockholder and (iii) the number and percentage of shares of common stock that each selling stockholder will beneficially own after completion of the offering. Except as set forth below, none of the selling stockholders has had a material relationship with the Company during the past three years.

Name	Number of Common Shares Owned Prior to the Offering (1)	Number of Common Shares to be Offered	Number of Common Shares/Percentage of Shares/Percentage of After Completion of the Offering
Guy J. Quigley (2)(3)(4)	4,313,639	105,500	4,208,139 / 32.3%
Charles A. Phillips (2)(3)(5)	1,999,502	80,000	1,910,502 / 15.1%
George J. Longo (2)(3)(6)	675,000	40,000	635,000 / 5.2%
Jacqueline F. Lewis (2)(7)	120,000	20,000	100,000 / *
Rounsevelle W. Schaum (2)(8)	65,000	20,000	45,000 / *
Stephen W. Wouch (2)(9)	50,500	20,000	30,500 / *
Terrence O. Tormey (2)(10)	40,000	20,000	20,000 / *

* - less than 1%

(1) Beneficial ownership has been determined in accordance with Rule 13d-3 under the Securities Exchange Act of 1934, as amended ("Rule

13d-3"), and unless otherwise indicated, represents shares for which the beneficial owner has sole voting and investment power. The percentage of class is calculated in accordance with Rule 13d-3 and includes options or other rights to subscribe for shares of common stock which are exercisable within sixty (60) days of March 27, 2006.

(2) Director of the Company.

(3) Executive Officer of the Company.

(4) Mr. Quigley's beneficial ownership includes options and warrants exercisable within sixty (60) days from March 27, 2006 to purchase 1,075,125 shares of Common Stock, options and warrants to purchase 277,250 shares of Common Stock beneficially owned by Mr. Quigley's wife and an aggregate of 514,705 shares beneficially owned by members of Mr. Quigley's immediate family.

(5) Mr. Phillips' beneficial ownership includes options and warrants exercisable within sixty (60) days from March 27, 2006 to purchase 977,125 shares of Common Stock and 1,671 shares of Common Stock beneficially owned by Mr. Phillips' wife.

(6) Mr. Longo's beneficial ownership includes options and warrants exercisable within sixty (60) days from March 27, 2006 to purchase 635,000 shares of Common Stock.

(7) Ms. Lewis' address is P. O. Box 581, Lahaska, PA 18931. Ms. Lewis' beneficial ownership includes options exercisable within sixty (60) days from March 27, 2006 to purchase 120,000 shares of Common Stock.

(8) Mr. Schaum's address is 157 Harrison Ave, Newport, RI 02840. Mr. Schaum's beneficial ownership includes options exercisable within sixty (60) days from March 27, 2006 to purchase 65,000 shares of Common Stock.

(9) Mr. Wouch's address is 415 Sargon Way, Suite J, Horsham, PA 19044. Mr. Wouch's beneficial ownership includes options exercisable within sixty (60) days from March 27, 2006 to purchase 50,000 shares of Common Stock.

(10) Mr. Tormey's address is 4842 Mountain Top Road West, New Hope, PA 18938. Mr. Tormey's beneficial ownership includes options exercisable within sixty (60) days from March 27, 2006 to purchase 40,000 shares of Common Stock.

Our registration of the shares included in this prospectus does not necessarily mean that each of the selling stockholders will opt to sell any of the shares offered hereby. The shares covered by this prospectus may be sold from time to time by the selling stockholders so long as this prospectus remains in effect.

PLAN OF DISTRIBUTION

This offering is self-underwritten; neither we nor the selling stockholders have employed an underwriter for the sale of common stock by the selling stockholders. We will bear all expenses in connection with the preparation of this prospectus. The selling stockholders will bear all expenses associated with the sale of the common stock.

The selling stockholders may offer their shares of common stock directly or through pledgees, donees, transferees or other successors in interest in one or more of the following transactions:

- On any stock exchange on which the shares of common stock may be listed at the time of sale
- In negotiated transactions
- In the over-the-counter market
- In a combination of any of the above transactions

The selling stockholders may offer their shares of common stock at any of the following prices:

- Fixed prices which may be changed
- Market prices prevailing at the time of sale
- Prices related to such prevailing market prices
- At negotiated prices

The selling stockholders may effect such transactions by selling shares to or through broker-dealers, and all such broker-dealers may receive compensation in the form of discounts, concessions, or commissions from the selling stockholders and/or the purchasers of shares of common stock for whom such broker-dealers may act as agents or to whom they sell as principals, or both (which compensation as to a particular broker-dealer might be in excess of customary commissions).

Any broker-dealer acquiring common stock from the selling stockholders may sell the shares either directly, in its normal market-making activities, through or to other brokers on a principal or agency basis or to its customers. Any such sales may be at prices then prevailing on the Nasdaq National Market or at prices related to such prevailing market prices or at negotiated prices to its customers or a combination of such methods. The selling stockholders and any broker-dealers that act in connection with the sale of the common stock hereunder might be deemed to be "underwriters" within the meaning of Section 2(11) of the Securities Act; any commissions received by them and any profit on the resale of shares as principal might be deemed to be underwriting discounts and commissions under the Securities Act. Any such commissions, as well as other expenses incurred by the selling stockholders and applicable transfer taxes, are payable by the selling stockholders.

The selling stockholders reserve the right to accept, and together with any agent of the selling stockholder, to reject in whole or in part any proposed purchase of the shares of common stock. The selling stockholders will pay any sales commissions or other seller's compensation applicable to such transactions.

We have not registered or qualified offers and sales of shares of the common stock under the laws of any country, other than the United States. To comply with certain states' securities laws, if applicable, the selling stockholders will offer and sell their shares of common stock in such jurisdictions only through registered or licensed brokers or dealers. In addition, in certain states the selling stockholders may not offer or sell shares of common stock unless we have registered or qualified such shares for sale in such states or we have complied with an available exemption from registration or qualification.

The selling stockholders are required to comply with Regulation M promulgated under the Exchange Act. In general, Rule 102 under Regulation M prohibits any person connected with a distribution of our common stock from directly or indirectly bidding for, or purchasing for any account in which he or she has a beneficial interest, any of our common stock or any right to purchase our common stock, for a period of one business day before and after completion of his or her participation in the distribution (we refer to that time period as the "distribution period").

During the distribution period, Rule 104 under Regulation M prohibits the selling stockholders and any other persons engaged in the distribution from engaging in any stabilizing bid or purchasing our common stock except for the purpose of preventing or retarding a decline in the open market price of our common stock. No such person may effect any stabilizing transaction to facilitate any offering at the market. Inasmuch as the selling stockholders will be reoffering and reselling our common stock at the market, Rule 104 prohibits them from effecting any stabilizing transaction in contravention of Rule 104 with respect to our common stock.

There can be no assurance that the selling stockholders will sell any or all of the shares offered by them hereunder or otherwise.

LEGAL MATTERS

The validity of the shares of common stock offered in this prospectus have been passed upon by Olshan Grundman Frome Rosenzweig & Wolosky LLP, Park Avenue Tower, 65 East 55th Street, New York, New York 10022.

EXPERTS

The consolidated financial statements incorporated in this prospectus by reference to our Annual Report on Form 10-K for the fiscal year ended December 31, 2005 have been so incorporated in reliance on the reports of Amper, Politziner & Mattia, P.C. and PricewaterhouseCoopers LLP (only with respect to the fiscal year ended December 31, 2003), each an independent registered public accounting firm, given on the authority of said firms as experts in auditing and accounting.

WHERE YOU CAN FIND MORE INFORMATION

We have filed a registration statement on Form S-8 with the SEC for the resale of the common stock being offered under this prospectus. This prospectus does not contain all the information set forth in the registration statement.

You should refer to the registration statement and its exhibits for additional information. Whenever we make references in this prospectus to any of our

contracts, agreements or other documents, the references are not necessarily complete and you should refer to the exhibits attached to the registration statement for the copies of the actual contract, agreement or other document.

We are subject to the information and reporting requirements of the Securities Exchange Act of 1934, as amended, and file annual, quarterly, and current reports, proxy statements, and other information with the SEC. You may read and copy all or any portion of the registration statement or any reports, statements or other information that we file at the SEC's public reference room at 100 F Street, N.E., Washington, D.C. 20549. You can request copies of these documents, upon payment of a duplicating fee, by writing to the SEC. Please call the SEC at 1-800-SEC-0330 for further information on the operation of the public reference room. The SEC maintains an internet site that contains reports, proxy and information statements, and other information regarding issuers that file electronically with the SEC. Our SEC filings are also available at the SEC's web site at HTTP://WWW.SEC.GOV or at our web site at http://www.quigleyco.com.

DISCLOSURE OF COMMISSION POSITION ON
INDEMNIFICATION FOR SECURITIES ACT LIABILITIES

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers or persons controlling the Company, the Company has been advised that it is the SEC's opinion that such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable.

PART II

INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

ITEM 3. INCORPORATION OF CERTAIN DOCUMENTS BY REFERENCE

The SEC allows us to incorporate by reference the information we file with it, which means that we can disclose important information to you by referring you to those documents. The information we incorporate by reference is considered to be part of this prospectus, and information that we file later with the SEC will automatically update and supersede this information. We incorporate by reference the documents listed below and any future filings made by us with the SEC under Sections 13(a), 13(c), 14 or 15(d) of the Securities Exchange Act of 1934, until the sale of all the shares of common stock that are part of this offering. The documents we are incorporating by reference are as follows:

(1) Our Annual Report on Form 10-K for the year ended December 31, 2005;

(2) Our Current Report on Form 8-K filed on February 27, 2006; and

(3) The description of our Common Stock, $.0005 par value, in our registration statement on Form 8-A filed October 25, 1996.

ITEM 4. DESCRIPTION OF SECURITIES

Not applicable.

ITEM 5. INTEREST OF NAMED EXPERTS AND COUNSEL

Not applicable.

ITEM 6. INDEMNIFICATION OF DIRECTORS AND OFFICERS

The Company's By-laws authorize indemnification of directors and officers as follows:

ARTICLE V - INDEMNIFICATION OF OFFICERS, DIRECTORS,
EMPLOYEES AND AGENTS

Section 1. The corporation shall indemnify any person who was or is a party or threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than action by or in the right of the corporation) by reason of the fact that he is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted

in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a

manner which he reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. No officer, director or stockholder may become surety on behalf of the corporation for any of its obligations under any circumstances whatsoever.

In addition, Section 78.7502 of the Nevada General Corporation Law reads as follows:

DISCRETIONARY AND MANDATORY INDEMNIFICATION OF OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS: GENERAL PROVISIONS.

1. A corporation may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, except an action by or in the right of the corporation, by reason of the fact that he is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses, including attorneys' fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with the action, suit or proceeding if he:

(a) Is not liable [if it is proven that his act or failure to act did not constitute a breach of his fiduciary duties as a director or officer and his breach of those duties did not involve intentional misconduct, fraud or a knowing violation of law]; or

(b) Acted in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful.

The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent, does not, of itself, create a presumption that the person is liable [since his act or failure to act constituted a breach of his fiduciary duties as a director or officer and his breach of those duties involved intentional misconduct, fraud or a knowing violation of law] or did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the corporation, or that, with respect to any criminal action or proceeding, he had reasonable cause to believe that his conduct was unlawful.

2. A corporation may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that he is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses, including amounts paid in settlement and attorneys' fees actually and reasonably incurred by him in connection with the defense or settlement of the action or suit if he:

(a) Is not liable [if it is proven that his act or failure to act did not constitute a breach of his fiduciary duties as a director or officer and his breach of those duties did not involve intentional misconduct, fraud or a knowing violation of law]; or

(b) Acted in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the corporation.

Indemnification may not be made for any claim, issue or matter as to which such a person has been adjudged by a court of competent jurisdiction, after exhaustion of all appeals therefrom, to be liable to the corporation or for amounts paid in settlement to the corporation, unless and only to the extent that the court in which the action or suit was brought or other court of competent jurisdiction determines upon application that in view of all the circumstances of the case, the person is fairly and reasonably entitled to

indemnity for such expenses as the court deems proper.

3. To the extent that a director, officer, employee or agent of a corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in subsections 1 and 2, or in defense of any claim, issue or matter therein, the corporation shall indemnify him against expenses, including attorneys' fees, actually and reasonably incurred by him in connection with the defense.

Pursuant to the Registration Rights Agreement dated October 1, 2004 by and among the Company and the selling stockholders in which we agreed to register the resale of their shares of common stock with the Securities and Exchange Commission, we will indemnify the selling stockholders against certain liabilities, including liabilities under the Securities Act of 1933, and the selling stockholders will indemnify us and our executive officers and directors against certain liabilities, including liabilities under the Securities Act of 1933.

Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the Company pursuant to any charter, provision, by-law, contract, arrangement, statute or otherwise, the Company has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act of 1933 and is, therefore, unenforceable.

ITEM 7. EXEMPTION FROM REGISTRATION CLAIMED

Not applicable.

ITEM 8. EXHIBITS

Exhibit No.	Description
4.1	Specimen Certificate of the Registrant's Common Stock, incorporated herein by reference to Exhibit 4.1 of Form 10-KSB/A, filed on April 4, 1997.
4.2	1997 Stock Option Plan, incorporated herein by reference to Exhibit 10.1 to the Company's registration statement on Form S-8, filed on August 13, 1998.
4.3	Amendment No. 1 to the 1997 Stock Option Plan, incorporated herein by reference to Exhibit 10.1 to the Company's registration statement on Form S-8, filed on November 15, 2001.
4.4*	Amendment No. 2 to the 1997 Stock Option Plan

5.1*	Opinion of Olshan Grundman Frome & Rosenzweig LLP with respect to legality of the Common Stock.
23.1*	Consent of PricewaterhouseCoopers LLP, an independent registered public accounting firm.
23.2*	Consent of Amper, Politziner & Mattia, P.C., an independent registered public accounting firm.
23.3*	Consent of Olshan Grundman Frome Rosenzweig & Wolosky LLP, included in Exhibit No. 5.1.
24.1*	Power of Attorney, included on the signature page to this Registration Statement.

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* Filed herewith.

ITEM 9. UNDERTAKINGS

A. The undersigned registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement to include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement;

(2) That, for the purposes of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof; and

(3) To remove from registration by means of a post-effective amendment any of the securities being registered that remain unsold at the termination of the offering.

B. The undersigned registrant hereby undertakes that, for purposes of determining any liability under the Securities Act of 1933, each filing of the registrant's annual report pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in this Registration Statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

C. Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the

opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act of 1933 and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by a controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act of 1933 and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the city of Doylestown, state of Pennsylvania on this 28th day of March, 2006.

THE QUIGLEY CORPORATION
(Registrant)

By: /s/ Guy J. Quigley

Name: Guy J. Quigley
Title: President and Chief Executive Officer

POWER OF ATTORNEY

Know all men by these presents, that each person whose signature appears below hereby constitutes and appoints Guy J. Quigley and George J. Longo his true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution for him and in his name, place and stead, in any and all capacities, to sign any and all amendments to this Form S-8 and to file the same, with exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorney-in-fact and agent full power and authority to do and perform each and every act and thing requisite and necessary to be done, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agent or either of them, or their or his substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the date indicated.

Signature	Title	Date
- ---------	-----	----

/s/ Guy J. Quigley - ---------- Guy J. Quigley	Chairman of the Board, President, Chief Executive Officer and Director (Principal Executive Officer)	March 28, 2006
/s/ Charles A. Phillips - ---------- Charles A. Phillips	Executive Vice President, Chief Operating Officer and Director	March 28, 2006
/s/ George J. Longo - ---------- George J. Longo	Vice President, Chief Financial Officer and Director (Principal Financial and Accounting Officer)	March 28, 2006
/s/ Jacqueline F. Lewis - ---------- Jacqueline F. Lewis	Director	March 28, 2006
/s/ Rounsevelle W. Schaum - ---------- Rounsevelle W. Schaum	Director	March 28, 2006
/s/ Stephen W. Wouch - ---------- Stephen W. Wouch	Director	March 28, 2006
/s/ Terrence O. Tormey - ---------- Terrence O. Tormey	Director	March 28, 2006

Exhibit 23.1

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the incorporation by reference in this Registration Statement on Form S-8 of our report dated March 26, 2004 relating to the consolidated financial statements, which appears in The Quigley Corporation's Annual Report on Form 10-K for the year ended December 31, 2005. We also consent to the references to us under the headings "Experts" in such Registration Statement.

PricewaterhouseCoopers LLP

/s/ PricewaterhouseCoopers LLP

Philadelphia, Pennsylvania
March 28, 2006

Exhibit 23.2

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the incorporation by reference in this Registration Statement on Form S-8 of our report dated February 24, 2006 relating to the financial statements, which appears in The Quigley Corporation's Annual Report on Form 10-K for the year ended December 31, 2005. We also consent to the references to us under the headings "Experts" in such Registration Statement.

Amper, Politziner & Mattia P.C.

/s/ Amper, Politziner & Mattia P.C.

Edison, New Jersey
March 28, 2006

Exhibit 4.4

1997 STOCK OPTION PLAN
OF
THE QUIGLEY CORPORATION
(as amended on May 2001, July 2002 and June 2005)

1. PURPOSE OF THE PLAN.

This 1997 Stock Option Plan (the "Plan") is intended as an incentive, to retain in the employ or as directors, of The Quigley Corporation (the "Company") and any Subsidiary of the Company (within the meaning of Section 424(f) of the Internal Revenue Code of 1986, as amended (the "Code")), persons of training, experience and ability, to attract new employees, and directors whose services are considered valuable, to encourage the sense of proprietorship and to stimulate the active interest of such persons in the development and financial success of the Company and its Subsidiaries.

It is further intended that certain options granted pursuant to the Plan shall constitute incentive stock options within the meaning of Section 422 of the Code ("Incentive Options") while certain other options granted pursuant to the Plan shall be nonqualified stock options ("Nonqualified Options"). Incentive Options and the Nonqualified Options are hereinafter referred to collectively as "Options."

The Company intends that the Plan meet the requirements of Rule 16b-3 ("Rule 16b-3") promulgated under the Securities Exchange Act of 1934, as amended (the "Exchange Act") and that transactions of the type specified in subparagraphs (c) to (f) inclusive of Rule 16b-3 by officers and directors of the Company pursuant to the Plan will be exempt from the operation of Section 16(b) of the Exchange Act. In all cases, the terms, provisions, conditions and limitations of the Plan shall be construed and interpreted consistent with the Company's intent as stated in this Section 1.

2. ADMINISTRATION OF THE PLAN.

The Plan shall be administered by a committee initially consisting of Mr. Guy J. Quigley, and Mr. Charles A. Phillips (the "Committee"). Replacements on the Committee shall be appointed by the Board of Directors of the Company (the "Board"). The members of the Committee shall serve at the pleasure of the Board. Notwithstanding the foregoing, with respect to any Options granted to directors and "officers" (as such term is defined in Rule 16a-1 of the Securities and Exchange Commission ("Rule 16a-1"), if and as Rule 16b-3 is then in effect) of the Company, the Plan shall be administered by the entire Board, unless the Committee at the time of grant, award or other acquisition under the Plan of Options to any such person consists of two or more directors of the Company that are "Non-Employee Directors" (as such term is defined in Rule 16b-3 of the Securities and Exchange Commission ("Rule 16b-3"), if and as Rule 16b-3 is then in effect).

The Committee, subject to Section 3 hereof, shall have full power and authority to designate recipients of Options, to determine the terms and conditions of respective Option agreements (which need not be identical) and to interpret the provisions and supervise the administration of the Plan. Subject to Section 7 hereof, the Committee shall have the authority, without limitation, to designate which Options granted under the Plan shall be Incentive Options and which shall be Nonqualified Options. To the extent any Option does not qualify as an Incentive Option, it shall constitute a separate Nonqualified Option.

Subject to the provisions of the Plan, the Committee shall interpret the Plan and all Options granted under the Plan shall make such rules as it deems necessary for the proper administration of the Plan, make all other determinations necessary or advisable for the administration of the Plan and correct any defects or supply any omission or reconcile any inconsistency in the Plan or in any Options granted under the Plan in the manner and to the extent that the Committee deems desirable to carry the Plan or any Options into effect. The act or determination of a majority of the Committee shall be deemed to be the act or determination of the Committee and any decision reduced to writing and signed by all of the members of the Committee shall be fully effective as if it had been made by a majority at a meeting duly held. Subject to the provisions of the Plan, any action taken or determination made by the Committee pursuant to this and the other paragraphs of the Plan shall be conclusive on all parties.

In the event that for any reason the Committee is unable to act or if the Committee at the time of any grant, award or other acquisition under the Plan of Options or Stock as hereinafter defined does not consist of two or more Non-Employee Directors, or if there shall be no such Committee, then the Plan shall be administered by the Board and any such grant, award or other acquisition may be approved or ratified in any other manner contemplated by subparagraph (d) of Rule 16b-3.

Notwithstanding anything herein to the contrary, any options granted to the Company's Chief Executive Officer or to any of the Company's other four most highly compensation officers that are intended to qualify as performance-based compensation under Section 162(m) of the Code may only be granted by a Committee consisting of two or more directors of the Company that are "Outside Directors" (as such term is defined in Section 162(m) of the Code).

3. DESIGNATION OF OPTIONEES.

The persons eligible for participation in the Plan as recipients of Options ("Optionees") shall include full-time and part-time employees, officers and directors of the Company or any Subsidiary; provided that Incentive Options may only be granted to employees of the Company and the Subsidiaries. In selecting Optionees, and in determining the number of shares to be covered by each Option granted to Optionees, the Committee may consider the office or position held by the Optionee, the Optionee's degree of responsibility for and contribution to the growth and success of the Company or any Subsidiary, the Optionee's length of service, promotions, potential and any other facts to which the Committee may consider relevant. Subject to the next sentence, an employee who has been granted an Option hereunder may be granted an additional Option or Options, if the Committee shall so determine.

4. STOCK RESERVED FOR THE PLAN.

Subject to adjustment as provided in Section 7 hereof, a total of four million five hundred thousand (4,500,000) shares of common stock, $.0005 par value ("Stock"), of the Company shall be subject to the Plan. The shares of Stock subject to the Plan shall consist of unissued shares or previously issued shares reacquired and held by the Company or any Subsidiary of the Company, and such amount of shares of Stock shall be and is hereby reserved for such purpose. Any of such shares of Stock which may remain unsold and which are not subject to outstanding Options at the termination of the Plan shall cease to be reserved for the purpose of the Plan, but until termination of the Plan the Company shall at all times reserve a sufficient number of shares of Stock to meet the requirements of the Plan. Should any Option expire or be canceled prior to its exercise in full or should the number of shares of Stock to be delivered upon the exercise in full of any Option be reduced for any reason, the shares of Stock theretofore subject to such Option may again be subject to an Option under the Plan.

Notwithstanding the foregoing, with respect to any options that are intended to qualify as performance-based compensation under Section 162(m) of the Code, the maximum number of shares of stock that may be subject to options granted under the Plan to any individual in any calendar year shall not exceed 500,000, and the method of counting such shares shall conform to any requirements applicable to performance-based compensation under Section 162(m) of the Code.

5. TERMS AND CONDITIONS OF OPTIONS.

Options granted under the Plan shall be subject to the following conditions and shall contain such additional terms and conditions, not inconsistent with the terms of the Plan, as the Committee shall deem desirable:

(a) OPTION PRICE. The purchase price of each share of Stock purchasable under an Option shall be determined by the Committee at the time of grant but shall not be less than 100% of the Fair Market Value (as defined below) of such share of Stock on the date the Option is granted in the case of an Incentive Option and not less than 100% of the fair market value of such share of Stock on the date the Option is granted in the case of a non-Incentive Option; PROVIDED, HOWEVER, that with respect to an Incentive Option, in the case of an Optionee who, at the time such Option is granted, owns (within the meaning of Section 424(d) of the Code) more than 10% of the total combined voting power of all classes of stock of the Company or of any Subsidiary, then the purchase price per share of stock shall be at least 110% of the Fair Market Value per share of Stock at the time of grant, provided, however, that if an option granted to the Company's Chief Executive Officer or to any of the Company's other four most highly compensation officers is intended to qualify as performance-based compensation under Section 162(m) of the Code, the exercise price of such Option shall not be less than 100% of the Fair Market Value of such share of Stock on the date the Option is granted. The purchase price of each share of Stock purchasable under a Nonqualified Option shall not be less than 100% of the Fair Market Value of such share of Stock on the date the Option is granted. The exercise price for each incentive stock option shall be subject to adjustment as provided in Section 7 below. The fair market value ("Fair Market Value") means (i) the closing price of publicly traded shares of Stock on the national securities exchange on which shares of Stock are listed (if the shares of Stock are so listed) or on the Nasdaq

National Market (if the shares of stock are regularly quoted on the

Nasdaq National Market) on the grant date, or, (ii) if not so listed or regularly quoted, the mean between the closing bid and asked prices of publicly traded shares of Stock in the over-the-counter market on the grant date, or, (iii) if such bid and asked prices shall not be available, as reported by any nationally recognized quotation service selected by the Company, or (iv) as determined by the Committee in a manner consistent with the provisions of the Code. Anything in this Section 5(a) to the contrary notwithstanding, in no event shall the purchase price of a share of Stock be less than the minimum price permitted under the rules and policies of the securities exchange or automated quotation system on which the shares of Stock are listed.

(b) OPTION TERM. The term of each Option shall be fixed by the Committee, but no Option shall be exercisable more than ten years after the date such Option is granted; provided, however, that in the case of an Optionee who, at the time such Option is granted, owns more than 10% of the total combined voting power of all classes of stock of the Company or any Subsidiary, then such Incentive Stock Option shall not be exercisable with respect to any of the shares subject to such Incentive Stock Option later than the date which is five years after the date of grant.

(c) EXERCISABILITY. Subject to paragraph (j) of this Section 5, Options shall be exercisable at such time or times and subject to such terms and conditions as shall be determined by the Committee at or after grant.

(d) METHOD OF EXERCISE. Options may be exercised in whole or in part at any time during the option period, by giving written notice to the Company specifying the number of shares to be purchased, accompanied by payment in full of the purchase price, in cash, by check or such other instrument as may be acceptable to the Committee, including a cashless exercise. As determined by the Committee, in its sole discretion, at or after grant, payment in full or in part may also be made in the form of Stock owned by the Optionee (based on the Fair Market Value of the Stock owned by the Optionee (based on the Fair Market Value of the Stock on the trading day before the Option is exercised); provided, however, that if such Stock was issued pursuant to the exercise of an Incentive Option under the Plan, the holding requirements for such Stock under the Code shall first have been satisfied. An Optionee shall have the rights to dividends or other rights of a shareholder with respect to shares subject to the Option after the Optionee (i) has given written notice of exercise and (ii) has paid in full for such shares and becomes a shareholder of record.

(e) TRANSFERABILITY OF OPTIONS. No Option granted hereunder shall be transferable otherwise than by (i) will, (ii) the laws of descent and distribution or (iii) pursuant to a qualified domestic relations order as defined by the Internal Revenue Code or Title 1 of the Employee Retirement Income Security Act of 1986, as amended, or the rules and regulations promulgated thereunder; provided however, that to the extent the option agreement provisions do not disqualify such option for exemption under Rule 16b-3 under the Act of 1934, as amended, Nonqualified Options may be transferable during an Optionee's lifetime to immediate family members of an optionee, partnerships in which the only partners are members of the Optionee's immediate family, and trusts established solely for the benefit of such immediate family members with the prior written consent of the Committee.

(f) TERMINATION BY DEATH. Unless otherwise determined by the Committee at grant, if any Optionee's employment with the Company or any Subsidiary terminates by reason of death, the Option may thereafter be immediately exercised, to the extent then exercisable (or on such accelerated basis as the Committee shall determine at or after grant), by the legal representative of the estate or by the legatee or the Optionee under the will of the Optionee, for a period of one year from the date of such death or until the expiration of the stated term of such Option as provided under the Plan, whichever period is shorter.

(g) TERMINATION BY REASON OF DISABILITY. Unless otherwise determined by the Committee at grant, if any Optionee's employment with the Company or any Subsidiary terminates by reason

of total and permanent disability as determined under the Company's long term disability policy ("Disability"), any Option held by such Optionee may thereafter be exercised, to the extent it was exercisable at the time of termination due to Disability (or on such accelerated basis as the Committee shall determine at or after grant), but may not be exercised after one year from the date of such termination of employment or the expiration of the stated term of such Option, whichever period is shorter; provided, however, that, if the Optionee dies within such one-year period, any unexercised Option held by such Optionee shall thereafter be exercisable to the extent to which it was exercisable at the time of death for a period of one year from the date of such death or for the stated term of such Option, whichever period is shorter.

(h) OTHER TERMINATION. Unless otherwise determined by the Committee at grant, if any Optionee's employment with the Company or any Subsidiary terminates for any reason other than death, or disability, any Option held by such Optionee may thereafter be exercised to the extent it was exercisable at the time of such termination of employment (or on such accelerated basis as the Committee shall determine at or after grant), but may not be exercised after one year from the date of such termination of employment or the expiration of the stated term of such Option, whichever period is shorter. Notwithstanding the foregoing, if any Optionee's employment with the Company or any Subsidiary terminates for Cause, such Option may not be exercised on or after the date of such termination of employment. "Cause" shall mean a felony conviction or the failure of an Optionee to contest prosecution for a felony or, an Optionee's material dishonesty, or material theft by an Optionee from the Company or its Subsidiaries. The transfer of an Optionee from the employ of the Company to a Subsidiary, or vice versa, or from one Subsidiary to another, shall not be deemed to constitute a termination of employment for purposes of the Plan.

(i) LIMIT ON VALUE OF INCENTIVE OPTION. The aggregate Fair Market Value, determined as of the date the Option is granted, of the Stock for which Incentive Options are exercisable for the first time by any Optionee during any calendar year under the Plan (and/or any other stock option plans of the Company or any Subsidiary) shall not exceed $100,000.

(j) DISPOSITION OF INCENTIVE OPTION SHARES. The stock option agreement evidencing any Incentive Options granted under this Plan shall provide that if the Optionee makes a disposition, within the meaning of Section 424(c) of the Code and regulations promulgated thereunder, of any share or shares of Stock issued to him pursuant to his exercise of an Incentive Option granted under the Plan within the two-year period commencing on the day after the date of the grant of such Incentive Option or within a one-year period commencing on the day after the date of transfer of the share or shares to him pursuant to the exercise of such Incentive option, he shall, within ten days of such disposition, notify the Company thereof and immediately deliver to the Company any amount of federal income tax withholding required by law.

6. TERM OF PLAN.

No Option shall be granted pursuant to the Plan on or after December 2, 2007, but Options granted may extend beyond that date.

7. CAPITAL CHANGE OF THE COMPANY.

In the event of any merger, reorganization or consolidation of the Company with one or more corporations as a result of which the Company is not the surviving corporation, or upon a sale of substantially all of the property or more than 80% of the then-outstanding shares of Stock of the Company to another corporation, all Options granted under the Plan shall immediately vest. In the event of a stock dividend or recapitalization, a change in corporate structure affecting the Stock in a manner other than as set forth in the first sentence of this Section 7 or in the event of a merger, reorganization or consolidation where the Optionee has not held the Option for at last six months, the Committee shall make an appropriate and equitable adjustment in the number and kind of shares reserved for issuance under the Plan and in the number and option price of shares subject to outstanding Options granted under the Plan, to the end that after such event each Optionees's proportionate interest shall be maintained as immediately before the occurrence of such event. The adjustments described above will be made only to the extent consistent with continuted qualification of the Option under Section 422 of the Code (in the case of Incentive Options) or as provided in Section 162 (m) and 409A of the Code.

8. PROPORTIONATE ADJUSTMENTS.

If the outstanding shares of Stock are increased, decreased, changed into or exchanged into a different number or kind of shares of Stock or securities of the Company through reorganization, recapitalization, reclassification, stock dividend, stock split, reverse stock split or other similar transaction, an appropriate and proportionate adjustment shall be made to the maximum number and kind of shares of Stock as to which Options may be granted under this Plan. A corresponding adjustment changing the number or kind of shares of Stock allocated to unexercised Options or portions thereof, which shall have been granted prior to any such change, shall likewise be made. Any such adjustment in the outstanding Options shall be made without change in the purchase price applicable to the unexercised portion of the Option with a corresponding adjustment in the exercise price of the shares of Stock covered by the Option. Notwithstanding the foregoing, there shall be no adjustment for the issuance of shares of Stock on conversion of notes, preferred stock or exercise of warrants or shares of Stock issued by the Board for such consideration as the Board deems appropriate. The adjustments described above will be made only to the extent consistent with continuted qualification of the Option under Section 422 of the Code (in the case of Incentive Options) or as provided in Section 162 (m) and 409A of the Code.

9. TAXES.

The Company may make such provisions as it may deem appropriate, consistent with applicable law, in connection with any Options granted under the Plan with respect to the withholding of any taxes or any other tax matters.

10. EFFECTIVE DATE OF PLAN.

The Plan shall be effective on December 2, 1997 (the date that it was approved by the Board), provided, however, that the Plan shall subsequently be approved by majority vote of the Company's shareholders not later than December 1, 1998.

11. AMENDMENT AND TERMINATION.

The Board may amend, suspend, or terminate the Plan, except that no amendment shall be made which would impair the right of any Optionee under any Option theretofore granted without his consent, and except that no amendment shall be made which, without the approval of the shareholders, would:

(a) materially increase the number of shares which may be issued under the Plan, except as is provided in Sections 7 and 8;

(b) materially increase the benefits accruing to the Optionees under the Plan;

(c) materially modify the requirements as to eligibility for participation in the Plan;

(d) decrease the exercise price of an Incentive Option to less than 100% of the Fair Market Value on the date of grant thereof or the exercise price of a Nonqualified option to less than 100% of the Fair Market Value on the date of grant thereof; or

(e) extend the Option term provided for in Section 5(b).

The Committee may also substitute new Options for previously granted Options, including options granted under other plans applicable to the participant and previously granted Options having higher option prices, upon such terms as the Committee may deem appropriate.

Except to the extent expressly required or permitted by the Plan, no amendment of the Plan or an Option will, without the approval of the stockholders of the Company, effectuate a change for which stockholder approval is required in order for the Plan or Option to continue to qualify for the award of incentive stock options under Section 422 of the Code or for the award of performance-based compensation under Section 162(m) of the Code.

It is the intention of the Board that the Plan comply strictly with the provisions of Section 409A of the Code and Treasury Regulations and other Internal Revenue Service guidance promulgated thereunder (the "Section 409A Rules") and the Committee shall exercise its discretion in granting Options hereunder (and the terms of such Options) accordingly. The Plan and any grant of an Option hereunder may be amended from time to time (without, in the case of an Option, the consent of the Optionee) as may be necessary or appropriate to comply with the Section 409A Rules.

12. GOVERNMENT REGULATIONS.

The Plan, and the granting and exercise of Options hereunder, and the obligation of the Company to sell and deliver shares under such Options, shall be subject to all applicable laws, rules and regulations, and to such approvals by any governmental agencies or national securities exchanges as may be required.

13. GENERAL PROVISIONS.

(a) CERTIFICATES. All certificates for shares of Stock delivered under the Plan shall be subject to such stock transfer orders and other restrictions as the Committee may deem advisable under the rules, regulations, and other requirements of the Securities and Exchange Commission, any stock exchange upon which the Stock is then listed, and any applicable Federal or state securities law, and the Committee may cause a legend or legends to be placed on any such certificates to make appropriate reference to such restrictions.

(b) EMPLOYMENT MATTERS. The adoption of the Plan shall not confer upon any Optionee of the Company or any Subsidiary, any right to continued employment (or, in case the Optionee is also a director,

continued retention as a director) with the Company or a Subsidiary, as the case may be, nor shall it interfere in any way with the right of the Company or any Subsidiary to terminate the employment of any of its employees at any time.

(c) LIMITATION OF LIABILITY. No member of the Board or the Committee, or any officer or employee of the Company acting on behalf of the Board or the Committee, shall be personally liable for any action, determination, or interpretation taken or made in good faith with respect to the Plan, and all members of the Board of the Committee and each and any officer or employee of the Company acting on their behalf shall, to the extent permitted by law, be fully indemnified and protected by the Company in respect of any such action, determination or interpretation.

(d) REGISTRATION OF STOCK. Notwithstanding any other provision in the Plan, no Option may be exercised unless and until the Stock to be issued upon the exercise thereof has been registered under the Securities Act and applicable state securities laws, or are, in the opinion of counsel to the Company, exempt from such registration. The Company shall not be under any obligation to register under applicable federal or state securities laws any Stock to be issued upon the exercise of any Option granted hereunder, or to comply with an appropriate exemption from registration under such laws in order to permit the exercise of an Option and the issuance and sale of the Stock subject to such Option, however, the Company may in its sole discretion register such Stock at such time as the Company shall determine. If the Company chooses to comply with such an exemption from registration, the Stock issued under the Plan may, at the direction of the Committee, bear an a appropriate restrictive legend restricting the transfer or pledge of the Stock represented thereby, and the Committee may also give appropriate stop-transfer instructions to the transfer agent to the Company.

Exhibit 5.1

March 28, 2006

The Quigley Corporation
621 Shady Retreat Road
Doylestown, Pennsylvania 18901

Re: The Quigley Corporation
Registration Statement On Form S-8

Ladies and Gentlemen:

Reference is made to the Registration Statement on Form S-8 dated the date hereof (the "Registration Statement"), filed with the Securities and Exchange Commission by the Quigley Corporation, a Nevada corporation (the "Company"). The Registration Statement relates to an aggregate of 1,500,000 shares (the "Shares") of common stock, par value $.001 per share of the Company (the "Common Stock"). The Shares will be issued and sold by the Company in accordance with the Company's 1997 Stock Option Plan (the "Plan").

We advise you that we have examined originals or copies certified or otherwise identified to our satisfaction of the Certificate of Incorporation and By-laws of the Company, minutes of meetings of the Board of Directors and stockholders of the Company, the Plan and such other documents, instruments and certificates of officers and representatives of the Company and public officials, and we have made such examination of the law, as we have deemed appropriate as the basis for the opinion hereinafter expressed. In making such examination, we have assumed the genuineness of all signatures, the authenticity of all documents submitted to us as originals, and the conformity to original documents of documents submitted to us as certified or photostatic copies.

Based upon the foregoing, we are of the opinion that the Shares, when issued and paid for in accordance with the terms and conditions set forth in the Plan, will be duly and validly issued, fully paid and non-assessable.

We hereby consent to the filing of this opinion as an exhibit to the Registration Statement and to the reference to this firm under the caption "Legal Matters" in the prospectus constituting a part of the Registration Statement.

Very truly yours,

/s/ OLSHAN GRUNDMAN FROME ROSENZWEIG & WOLOSKY LLP

OLSHAN GRUNDMAN FROME ROSENZWEIG & WOLOSKY LLP