

SECURITIES AND EXCHANGE COMMISSION

FORM NSAR-B

Annual report for management companies filed on Form N-SAR

Filing Date: **1999-07-27** | Period of Report: **1999-05-31**
SEC Accession No. **0000030167-99-000009**

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FILER

DREYFUS THIRD CENTURY FUND INC

CIK: **30167** | IRS No.: **132691318** | State of Incorporation: **MD** | Fiscal Year End: **0531**
Type: **NSAR-B** | Act: **40** | File No.: **811-02192** | Film No.: **99670931**

Mailing Address
*C/O DREYFUS CORP
200 PARK AVENUE, 8TH
FLOOR
NEW YORK NY 10166*

Business Address
*144 GLENN CURTISS BLVD
UNIONDALE NY 11556-0144
2129226792*

PAGE 1

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SIGNATURE MICHAEL S. PETRUCELLI
TITLE ASSISTANT TREASURER

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Report of Independent Auditors

To the Shareholders and Board of Directors of
The Dreyfus Third Century Fund, Inc.

In planning and performing our audit of the financial statements of The Dreyfus Third Century Fund, Inc. for the year ended May 31, 1999, we considered its internal control, including control activities for safeguarding securities, in order to determine our auditing procedures for the purpose of expressing our opinion on the financial statements and to comply with the requirements of Form N-SAR, and not to provide assurance on the internal control.

The management of The Dreyfus Third Century Fund, Inc. is responsible for establishing and maintaining internal control. In fulfilling this responsibility, estimates and judgments by management are required to assess the expected benefits and related costs of controls. Generally, controls that are relevant to an audit pertain to the entity's objective of preparing financial statements for external purposes that are fairly presented in conformity with generally accepted accounting principles. Those controls include the safeguarding of assets against unauthorized acquisition, use or disposition.

Because of inherent limitations in internal control, errors or fraud may occur and not be detected. Also, projection of any evaluation of internal control to future periods is subject to the risk that it may become inadequate because of changes in conditions or that the effectiveness of the design and operation may deteriorate.

Our consideration of internal control would not necessarily disclose all matters in internal control that might be material weaknesses under standards established by the American Institute of Certified Public Accountants. A material weakness is a condition in which the design or operation of one or more of the specific internal control components does not reduce to a relatively low level the risk that errors or fraud in amounts that would be material in relation to the financial statements being audited may occur and not be detected within a timely period by employees in the normal course of performing their assigned functions. However, we noted no matters involving internal control and its operation, including controls for safeguarding securities, that we consider to be material weaknesses as defined above at May 31, 1999.

This report is intended solely for the information and use of the board of directors and management of The Dreyfus Third Century Fund, Inc. and the Securities and Exchange Commission and is not intended to be and should not

be used by anyone other than these specified parties.

ERNST & YOUNG LLP

July 2, 1999

THE DREYFUS THIRD CENTURY FUND, INC.

Exhibit: 2
Sub-Item: 77C

A Special Meeting of the Stockholders of The Dreyfus Third Century Fund, Inc. (the "Fund") was held on April 14, 1999. Out of 86,879,338.569 shares of the Fund outstanding and entitled to vote at the meeting, 52,163,369.971 shares of common stock were represented in person or by proxy. The following matter was duly approved by vote of the holders of the Fund's outstanding shares as follows:

A proposal to approve a new sub-investment advisory agreement between The Dreyfus Corporation ("Dreyfus") and NCM Capital Management Group, Inc. ("NCM"), the terms of which are identical to the terms of the current sub-investment advisory agreement between Dreyfus and NCM, in all material respects.

Affirmative Votes	Negative Votes	Abstained
48,262,394.362	1,173,544.223	2,727,431.386

SUB-INVESTMENT ADVISORY AGREEMENT

THE DREYFUS CORPORATION
200 PARK AVENUE
NEW YORK, NEW YORK 10166

June 15, 1999

NCM Capital Management Group, Inc.
103 West Main Street, 4th Floor
Durham, North Carolina 27701-3638

Dear Sirs:

As you are aware, */ , a Maryland corporation (the "Fund"), desires to employ its capital by investing and reinvesting the same in investments of the type and in accordance with the limitations specified in its Articles of Incorporation and in its Prospectus and Statement of Additional Information as from time to time in effect, copies of which have been or will be submitted to you, and in such manner and to such extent as from time to time may be approved by the Fund's Board of Directors. The Fund intends to employ The Dreyfus Corporation (the "Adviser") to act as its investment adviser pursuant to a written agreement (the "Management Agreement"), a copy of which has been furnished to you. The Adviser desires to employ you to act as the Fund's sub-investment adviser.

In this connection, it is understood that from time to time you will employ or associate with yourself such person or persons as you may believe to be particularly fitted to assist you in the performance of this Agreement. Such person or persons may include persons employed by you who also act as officers of the Fund. The compensation of such person or persons shall be paid by you and no obligation may be incurred on either the Fund's or Adviser's behalf in any such respect.

Subject to the supervision and approval of the Adviser, you will provide investment management of the Fund's portfolio in accordance with the Fund's investment objectives and policies as stated in the Fund's Prospectus and Statement of Additional Information as from time to time in effect. In connection therewith, you will supervise the Fund's investments and conduct a continuous program of investment, evaluation and, if appropriate, sale and reinvestment of the Fund's assets. You will furnish to the Adviser or the Fund such statistical information, with respect to the investments which the Fund may hold or contemplate purchasing, as the Adviser or the Fund may reasonably request. The Fund and the Adviser wish to be informed of important developments materially affecting the Fund's portfolio and shall

expect you, on your own initiative, to furnish to the Fund or the Adviser from time to time such information as you may believe appropriate for this purpose.

You shall exercise your best judgment in rendering the services to be provided hereunder, and the Adviser agrees as an inducement to your undertaking the same that you shall not be liable hereunder for any error of judgment or mistake of law or for any loss suffered by the Fund or the Adviser, provided that nothing herein shall be deemed to protect or purport to protect you against any liability to the Adviser, the Fund or the Fund's security holders to which you would otherwise be subject by reason of willful misfeasance, bad faith or gross negligence in the performance of your duties hereunder, or by reason of your reckless disregard of your obligations and duties hereunder.

In consideration of services rendered pursuant to this Agreement, the Adviser will pay you, on the first business day of each month, out of the management fee it receives and only to the extent thereof, a fee calculated daily and paid monthly based on the Fund's average daily net assets for the preceding month as follows:

With respect to The Dreyfus Third Century Fund, Inc.,

TOTAL ASSETS	ANNUAL FEE AS A PERCENTAGE OF AVERAGE DAILY NET ASSETS
0 to \$400 million	.10 of 1%
In excess of \$400 to \$500 million	.15 of 1%
In excess of \$500 to \$750 million	.20 of 1%
In excess of \$750 million	.25 of 1%

With respect to The Dreyfus Socially Responsible Growth Fund, Inc.,

TOTAL ASSETS	ANNUAL FEE AS A PERCENTAGE OF AVERAGE DAILY NET ASSETS
0 to \$32 million	.10 of 1%
In excess of \$32 to \$150 million	.15 of 1%
In excess of \$150 to \$300 million	.20 of 1%
In excess of \$300 million	.25 of 1%

Net asset value shall be computed on such days and at such time or times as described in the Fund's then-current Prospectus and Statement of Additional Information. The fee for the period from the date following the commencement of sales of the Fund's shares (after any sales are made to the Adviser) to the end of the month during which such sales shall have been commenced shall be pro-rated according to the proportion which such period bears to the full monthly period, and upon any termination of this Agreement before the end of any month, the fee for such part of a month shall be pro-rated according to the proportion which such period bears to the full monthly period and shall be payable within 10 business days of the date of termination of this Agreement.

For the purpose of determining fees payable to you, the value of the Fund's net assets shall be computed in the manner specified in the Fund's Articles of Incorporation for the computation of the value of the Fund's net assets.

You will bear all expenses in connection with the performance of your services under this Agreement. The Adviser and the Fund have agreed that all other expenses to be incurred in the operation of the Fund (other than those borne by the Adviser) will be borne by the Fund, except to the extent specifically assumed by the Adviser or you. The expenses to be borne by the Fund include, without limitation, the following: organizational costs, taxes, interest, loan commitment fees, interest and distributions on securities sold short, brokerage fees and commissions, if any, fees of Directors who are not officers, directors, employees or holders of 5% or more of the outstanding voting securities of you or the Adviser or any affiliate of you or the Adviser, Securities and Exchange Commission fees and state Blue Sky qualification fees, advisory fees, charges of custodians, transfer and dividend disbursing agents' fees, certain insurance premiums, industry association fees, outside auditing and legal expenses, costs of independent pricing services, costs of maintaining the Fund's existence, costs attributable to investor services (including, without limitation, telephone and personnel expenses), costs of stockholders' reports and meetings, costs of preparing, printing and distributing certain prospectuses and statements of additional information, and any extraordinary expenses.

If in any fiscal year the aggregate expenses of the Fund (including fees pursuant to the Fund's Management Agreement, but excluding interest, taxes, brokerage and, with the prior written consent of the necessary state securities commissions, extraordinary expenses) exceed 1 1/2% of the average value of the Fund's net assets for the fiscal year, the Adviser may deduct from the fees to be paid hereunder, or you will bear such excess expense on a pro-rata basis with the Adviser, in the proportion that the sub-advisory fee payable to you pursuant to this Agreement bears to the fee payable to the Adviser pursuant to the Management Agreement, to the extent required by state law. Your obligation pursuant hereto will be limited to the amount of your fees hereunder. Such deduction or payment, if any, will be estimated daily, and reconciled and effected or paid, as the case may be, on a monthly

basis.

The Adviser understands that you now act, and that from time to time hereafter you may act, as investment adviser to one or more other investment companies and fiduciary or other managed accounts, and the Adviser has no objection to your so acting, provided that when purchase or sale of securities of the same issuer is suitable for the investment objectives of two or more companies or accounts managed by you which have available funds for investment, the available securities will be allocated in a manner believed by you to be equitable to each company or account. It is recognized that in some cases this procedure may adversely affect the price paid or received by the Fund or the size of the position obtainable for or disposed of by the Fund. Notwithstanding the above, you agree that you will not act as an investment adviser or sub-adviser for any other registered investment company having socially responsible investment policies, except those investment companies under your management as of December 31, 1995, without the prior written consent of the Fund and the Adviser.

In addition, it is understood that the persons employed by you to assist in the performance of your duties hereunder will not devote their full time to such services and nothing herein contained shall be deemed to limit or restrict your right or the right of any of your affiliates to engage in and devote time and attention to other businesses or to render services of whatever kind or nature.

You shall not be liable for any error of judgment or mistake of law or for any loss suffered by the Fund or the Adviser in connection with the matters to which this Agreement relates, except for a loss resulting from willful misfeasance, bad faith or gross negligence on your part in the performance of your duties or from reckless disregard by you of your obligations and duties under this Agreement. Any person, even though also your officer, director, partner, employee or agent, who may be or become an officer, Director, employee or agent of the Fund, shall be deemed, when rendering services to the Fund or acting on any business of the Fund, to be rendering such services to or acting solely for the Fund and not as your officer, director, partner, employee or agent or one under your control or direction even though paid by you.

This Agreement shall continue until */ , 1999 and thereafter shall continue automatically for successive annual periods ending on */ of each year, provided such continuance is specifically approved at least annually by (i) the Fund's Board of Directors or (ii) a vote of a majority (as defined in the Investment Company Act of 1940, as amended) of the Fund's outstanding voting securities, provided that in either event its continuance also is approved by a majority of the Fund's Directors who are not "interested persons" (as defined in said Act) of any party to this Agreement, by vote cast in person at a meeting called for the purpose of voting on such approval. This Agreement is terminable without penalty (i) by the Adviser upon 60 days' notice to you, (ii) by the Fund's Board of Directors or by vote of the holders of a majority of the Fund's shares upon 60 days' notice to you, or (iii) by you upon not less than 90 days' notice

to the Fund and the Adviser. This Agreement also will terminate automatically in the event of its assignment (as defined in said Act). In addition, notwithstanding anything herein to the contrary, if the Management Agreement terminates for any reason, this Agreement shall terminate effective upon the date the Management Agreement terminates.

If the foregoing is in accordance with your understanding, will you kindly so indicate by signing and returning to us the enclosed copy hereof.

Very truly yours,

THE DREYFUS CORPORATION

By:

Accepted:

NCM CAPITAL MANAGEMENT GROUP, INC.

By:

*/ Insert as appropriate The Dreyfus Third Century Fund, Inc. or The Dreyfus Socially Responsible Growth Fund, Inc.

*/ Insert as appropriate August 31 and July 29 for The Dreyfus Third Century Fund, Inc. and The Dreyfus Socially Responsible Growth Fund, Inc., respectively.