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

DIVISION OF
INVESTMENT MANAGEMENT

October 20, 2008

John V. O'Hanlon
Dechert LLP
200 Clarendon Street
Boston, MA 02116-5021

Re: The Hartford Mutual Funds, Inc.— The Hartford Money Market Fund (File No. 811-07589)
Hartford Series Fund, Inc.—The Hartford Money Market HLS Fund (File No. 811-08629)

Dear Mr. O'Hanlon:

Your letter of September 26, 2008 requests our assurance that we would not recommend that the Commission take any enforcement action under Sections 17(a)[1], 17(d)[2] and 12(d)(3)[3] of the Investment Company Act of 1940 (the "Act"), and the rules thereunder, The Hartford Mutual Funds, Inc (the "HMF Company), on behalf of its series The Hartford Money Market Fund (the "Fund"), Hartford Series Fund, Inc. ("HSF Company," together with the HMF Company, the "Companies"), on behalf of its series The Hartford Money Market HLS Fund (together with the HMMF Fund the "Funds"), Hartford Life, Inc. (the "Support Provider"), enter into the arrangement summarized below and more fully described in the letter. Hartford Investment Financial Services Company, LLC (the "HIFS Adviser") is an investment adviser registered

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1 Section 17(a)(1) generally makes it unlawful for any affiliated person of a registered investment company, or an affiliated person of such person, acting as principal, to knowingly sell any security or other property to the registered investment company.

2 Section 17(d) generally makes it unlawful for any affiliated person of a registered investment company, or any affiliated person of such a person, acting as principal, to effect any transaction in which the registered investment company is a joint or joint and several participant with such person in contravention of rules and regulations adopted by the Commission.

3 Section 12(d)(3) generally makes it unlawful for any registered investment company to acquire any security issued by, or any interest in the business of, any broker-dealer, any person engaged in the business of underwriting, or an investment adviser of an investment company, or an investment adviser registered under the Investment Advisers Act of 1940.

under the Investment Advisers Act of 1940 and is the HMF Company's investment adviser. HL Investment Advisors, LLC (together with the HIFS Adviser, the "Advisers") is an investment adviser registered under the Investment Advisers Act of 1940 and is the HSF Company's investment adviser. The Support Provider is under common control with the Advisers and, therefore, an affiliated person of an affiliated person of the Funds as defined in Section 2(a)(3) of the Act.

Each Company is an open-end management investment company that is registered with the Commission under the Act. Each Fund is a money market fund that seeks to maintain a stable net asset value per share of $1.00 and uses the amortized cost method of valuation in valuing its portfolio securities as permitted by rule 2a-7 under the Act.

You state that the Fund holds in its portfolio notes (the "Notes") in the amounts listed in appendix A to your letter. You state further that in light of the recent volatility in the market for money market fund instruments including the Notes, each Adviser believes, and has conveyed to the each Company's Board of Directors (each a "Board") its view that market conditions could result in the Notes being valued at an amount that is under their amortized cost to such a degree (or by such amount) that each Fund is no longer able to maintain a stable net asset value of $1.00. You state further that the Advisers believe that the Notes continue to present minimal credit risk and that it would not be in the best interests of the Fund and its shareholders to dispose of the Notes at this time. You also state that in order to mitigate any negative impact from the sale or other disposition of the Notes on the shareholders of each Fund, each Company, on behalf of its Fund, and the Support Provider seek to enter into a capital support agreement for each Fund (the "Agreement"), a form of which was provided to the staff.

You state that the Support Provider would be obligated to make a cash contribution to a Fund under the Agreement in any of the following circumstances (each, a "Contribution Event"): (i) any sale of the Notes by a Fund for cash in an amount less than the amortized cost value of the Notes; (ii) receipt of a final payment on the Notes in an amount less than their amortized cost value; (iii) issuance of an order by a court having jurisdiction over the matter discharging an issuer from liability for the Notes and providing for payments in an amount less than the amortized cost value of the Notes; or (iv) receipt of new securities that are Eligible Securities in exchange for or in replacement of any Notes if the amortized cost value of the new securities is less than the amortized cost value of the Notes exchanged or replaced.

You state that if the Support Provider makes a cash contribution to a Fund under the Agreement and subsequently receives additional payments from or on behalf of an issuer in respect of a Note, the Fund will repay to the Support Provider the lesser of the amount of the capital contribution or the amount of the subsequent payments on the Note, but in no event will the Fund be required to make any repayments to the Support Provider that would cause the Fund's market-based net asset value per share to fall below $0.995.

You represent with respect to each Agreement that:

(i) The Agreement would obligate the Support Provider upon the occurrence of a

Contribution Event to make a cash contribution to the Fund (up to the maximum amount in the Agreement) in an amount sufficient to maintain the Fund's net asset value per share at $0.995 or such greater amount as may be specified under the terms of the Agreement;

(ii) The Fund's repayment to the Support Provider of any cash contribution if the Fund after the cash contribution receives additional payments from or on behalf of an issuer in respect of a Note, will be limited to the extent of any cash contribution to the Fund by the Support Provider under the Agreement;

(iii) The Agreement would be entered into at no cost to the Funds, and the Support Provider would not obtain any shares from the Fund in exchange for its contribution;

(iv) If the Agreement is deemed to be a security within the meaning of section 2(a)(36) of the Act, it would qualify as an Eligible Security (as defined in rule 2a-7 under the Act) because the Support Provider has received a rating in the highest short-term category from a Nationally Recognized Statistical Rating Organization with respect to a class of debt obligations that is comparable in priority and security to the Agreement;

(v) The Board, or its delegate, has determined that the Agreement presents minimal credit risks with respect to the Fund;

(vi) The Fund will sell all the Notes it holds promptly on the business day immediately prior to the termination date of the Agreement, if such sale would trigger a cash contribution under the Agreement; and

(vii) The Agreement would terminate following a change in the Support Provider's short-term credit ratings, unless the Adviser puts in place a substitute arrangement that is a First Tier Security within 15 calendar days after such occurrence. If the Adviser is unable to put in place a substitute arrangement that is a First Tier Security, the Fund will sell the Notes and the Support Provider would be obligated to make the capital contribution required under the Agreement as a result of the sale; and

(viii) The Board has reviewed and approved the Agreement, including the aggregate maximum capital contribution amount, and has determined that entering into the Agreement is in the best interests of the Fund and its shareholders.

On the basis of the facts and representations in your letter, we will not recommend enforcement action under Sections 17(a), 17(d) and 12(d)(3) of the Act, or the rules thereunder, if the Trust, on behalf of the Fund, and RIMCo enter into the arrangement summarized above and

more fully described in your letter.[4] You should note that any different facts or representations might require a different conclusion. Moreover, this response expresses the Division's position on enforcement action only and does not express any legal conclusions on the issues presented.[5]

We have considered your request for confidential treatment of your letter and our response for a period of 120 days from the date of our response or such earlier date as the Staff of the Division of Investment is advised that the information in your letter has been made public. We have determined that your request is reasonable and appropriate under 17 CFR 200.81(b). Accordingly, your letter and our response will not be made public until February 17, 2009.

Very truly yours,

Dalia Osman Blass
Senior Counsel

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4 This letter confirms oral no-action relief provided by the undersigned to John V. O'Hanlon on September 26, 2008.

5 The Division of Investment Management generally permits third parties to rely on no-action or interpretive letters to the extent that the third party's facts and circumstances are substantially similar to those described in the underlying request for a no-action or interpretive letter. Investment Company Act Release No. 22587 (Mar. 27, 1997) n. 20. In light of the very fact-specific nature of the Funds' request, however, the position expressed in this letter applies only to the entities seeking relief, and no other entity may rely on this position. Other funds facing similar legal issues should contact the staff of the Division about the availability of no-action relief.

Dechert
LLP

200 Clarendon Street
27th Floor
Boston, MA 02116-5021
+1 617 728 7100 Main
+1 617 426 6567 Fax
www.dechert.com

JOHN V. O'HANLON

john.ohanlon@dechert.com
+1 617 728 7111 Direct
+1 617 275 8367 Fax

September 26, 2008

FOIA CONFIDENTIAL TREATMENT REQUESTED

By Email and Overnight Delivery

Robert E. Plaze, Esq.
Associate Director
Division of Investment Management
Securities and Exchange Commission
100 F Street, N.E.
Washington, D.C. 20549

Re: Request for No-Action Assurance under Sections 17(a), 17(d) and 12(d)(3) of the Investment Company Act of 1940

Dear Mr. Plaze:

We are writing on behalf of The Hartford Mutual Funds, Inc. and Hartford Series Fund, Inc. (each a "Company"), each an investment company registered under the Investment Company Act of 1940, as amended ("1940 Act"). The Hartford Money Market Fund (a "Fund") is a series of The Hartford Mutual Funds, Inc. for which Hartford Investment Financial Services Company, LLC (an "Adviser") serves as the investment adviser. The Hartford Money Market HLS Fund (also a "Fund") is a series of Hartford Series Fund, Inc. for which HL Investment Advisors, LLC (also an "Adviser") serves as the investment adviser. We are writing to seek your assurance that the staff of the Division of Investment Management ("Staff") will not recommend enforcement action under Sections 17(a), 17(d) or 12(d)(3) of the 1940 Act and the rules thereunder if the each Company, on behalf of each Fund, enters into a Capital Support Agreement for the Fund (in the form provided to you), in the circumstances described below, with its Adviser and Hartford Life, Inc. ("Support Provider").

Each Fund is a money market fund that seeks to maintain a stable net asset value ("NAV") per share of $1.00 and uses the amortized cost method of valuing its portfolio securities pursuant to Rule 2a-7 under the 1940 Act. Each Fund currently holds in its portfolio the securities listed in Appendix A ("Notes"). In light of the recent volatility in the market for money

market fund instruments including the Notes, the Adviser believes, and has conveyed to the board of directors of the Company ("Board"), that market conditions could result in the Notes being valued at an amount that is under their amortized cost to such a degree (or by such an amount) that each Fund is no longer able to maintain a stable net asset value per share of $1.00. The Adviser believes that the Notes continue to present minimal credit risks and has determined that it would not be in the best interests of each Fund or its shareholders to dispose of the Notes at this time in light of the current market environment.

In order to mitigate any negative impact current market conditions may have on shareholders of the Fund, although under no obligation to do so, the Adviser, the Support Provider, and the Company, on behalf of the Fund for which the Adviser is an investment adviser, have determined to seek the authority to enter into a Capital Support Agreement for the Fund. Under the Capital Support Agreement, the Support Provider would be obligated to provide a capital contribution to the Fund if, as a result of losses realized on the Notes,[1] the market-based NAV per share of the Fund otherwise would drop below $0.995 or such greater amount as may be specified under the terms of the Capital Support Agreement. The amount of any such capital

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[1] The Support Provider would be obligated to provide a capital contribution to the Fund, pursuant to the Capital Support Agreement, if losses were realized by the Fund as a result of any of the following occurrences: (i) any sale of the Notes by the Fund for cash in an amount, after deduction of any commissions or similar transaction costs, less than the amortized cost value of the Note sold as of the date of settlement; (ii) the receipt of final payment on the Note in an amount less than the amortized cost value of the Note as of the date such payment is received; (iii) the issuance of orders by a court having jurisdiction over the matter discharging the Issuer from liability for the Note and providing for payments on that Note in an amount less than the amortized cost value of that Note as of the date such payment is received; or (iv) the receipt of any security or other instrument in exchange for, or as a replacement of, the Note as a result of an exchange offer, debt restructuring, reorganization or similar transaction pursuant to which the Note is exchanged for, or replaced with, new securities of the Issuer or a third party and such new securities are or become "Eligible Securities," as defined in sub-paragraph (a)(10) of Rule 2a-7, and have a value that is less than the amortized cost of the Note on the date the Fund receives such new securities.

The Support Provider would be entitled to repayment if the Fund receives a Capital Contribution from the Support Provider with respect to an Eligible Note and subsequently receives additional payments from or on behalf of the Issuer in respect of the Eligible Note; in which case, the Fund will repay the Support Provider the lesser of the amount of such Capital Contribution or the amount of such subsequent payments, provided that in no event shall such repayment to the Support Provider cause the Fund's net asset value per share to fall below $0.9950.

contribution will be that amount necessary to maintain the Fund's market-based NAV per share at $0.995 as specified under the terms of the Capital Support Agreement, subject to an aggregate maximum amount set forth in the Capital Support Agreement. The Support Provider will not receive any compensation from the Fund for entering into the Capital Support Agreement or any Fund shares for its capital contributions to the Fund pursuant to the Capital Support Agreement.

If the Capital Support Agreement is deemed to be a security within the meaning of Section 2(a)(36) of the 1940 Act, it would meet the requirements for a "Rated Security" under Rule 2a-7 as such term is defined in Rule 2a-7 and in the Fund's Rule 2a-7 Policies and Procedures, because the Support Provider has received the requisite short-term rating from an NRSRO, as that term is defined in Rule 2a-7. As of the date of this letter, the Support Provider's short-term debt obligations have been rated A-1 by Standard &Poor's and F-1 by Fitch Ratings.

The Capital Support Agreement will remain in place until no later than 5:00 p.m. Eastern time on September 26, 2009, but would be terminated promptly following any change in the Support Provider's short-term credit rating such that its obligations would no longer qualify as First Tier Securities for purposes of Rule 2a-7. In such event, unless the Adviser were to obtain another obligation or other credit support that satisfies the requirement of comparable quality to a First Tier Security within fifteen (15) calendar days, and during that fifteen (15) day period the Support Provider's obligations qualify as "Second Tier Securities" (as defined in Rule 2a-7), the Fund would sell the Notes and the Support Provider would be obligated to make any capital contributions required under the Capital Support Agreement as a result of such sale. Similarly, if at 5:00 p.m. Eastern time on September 26, 2009, the Fund holds any Notes the sale of which at that time at the value determined without regard to the Capital Support Agreement would trigger a capital contribution under the Capital Support Agreement, the Fund will sell such Notes prior to the termination of the Capital Support Agreement.

The Board, including a majority of the Independent Directors, has approved the terms of the Capital Support Agreement, including the aggregate maximum capital contribution amount under the Capital Support Agreement, and determined that entering into the Capital Support Agreement is in the best interests of the Fund and its shareholders.

Analysis

The Support Provider is an "affiliated person" of the Fund under Section 2(a)(3) of the 1940 Act. The Capital Support Agreement may be subject to Section 17(a)(1) of the 1940 Act, which makes it unlawful for any affiliated person of a registered investment company (or any affiliated person of such person) acting as principal knowingly to sell any security or other property to the investment company. Currently, the Notes are classified as "Eligible Securities" for purposes of Rule 2a-7.

The proposed Capital Support Agreement may also fall within Section 17(d) of the 1940 Act, which makes it unlawful for any affiliated person (or any affiliated person of such person) of a registered investment company to effect any transaction in which such registered investment company is a joint, or joint and several participant, with such person in contravention of rules adopted by the Commission.

Entering into the proposed Capital Support Agreement also may be subject to Section 12(d)(3) of the 1940 Act, which makes it unlawful for a registered investment company to purchase or otherwise acquire any security issued by or any other interest in the business of any person who acts as a broker, dealer or registered investment adviser. The Fund could not rely upon the exemption provided under Rule 12d3-1 because the exemption does not extend to the Adviser or any affiliated persons of the Adviser, such as the Support Provider.

By entering into the proposed Capital Support Agreement, the Support Provider may be considered to have violated Section 17(a)(1) or 17(d) and the Fund may be considered to have violated Section 12(d)(3). We submit that, notwithstanding the potential violations, entering into the Capital Support Agreement is in the best interest of the Fund and its shareholders. The Capital Support Agreement effectively limits the risk to the Fund and its shareholders that losses arising from the Fund's current exposure to the Notes might cause the Fund to "break the buck." The Staff has previously recognized that entering into a capital support agreement with an affiliate may be appropriate in certain situations to avoid potential loss to shareholders.[2]

The capital support agreement in *SEI Daily Income Trust*[3] operates in essentially the same fashion as the Capital Support Agreement. In *SEI Daily Income Trust*, the fund and its affiliate entered into a capital support agreement designed to prevent any losses realized on the notes from causing the fund's market based NAV per share to fall below $0.995. The capital support agreement obligated the affiliate to make a contribution to the fund up to the maximum specified in the capital support agreement. Furthermore, in *SEI Daily Income Trust*, the affiliate agreed to not obtain any shares or other consideration from the fund for its contribution.

Similarly, the Capital Support Agreement for the Fund will be entered into by the Company, on behalf of the Fund, the Adviser, and the Support Provider in an effort to prevent any losses realized on the Notes from causing the Fund's market-based NAV per share to fall below $0.995 or such greater amount as may be specified under the terms of the Capital Support

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2 *See, e.g., SEI Daily Income Trust—Prime Obligation Fund* (November 9, 2007) ("SEI Daily Income Trust") ; *See also, HSBC Investor Funds—HSBC Investor Money Market Fund* (Jan. 18, 2008).

3 *Id.*

Agreement. The Capital Support Agreement obligates the Support Provider to make contributions to the Fund up to the aggregate maximum specified in the Capital Support Agreement. The Support Provider would not obtain any shares or other consideration from the Fund for its contribution.

Based upon the foregoing, we would appreciate you confirming to us that the Staff will not recommend enforcement action if the Company enters into the Capital Support Agreement for the Fund with the Adviser and the Support Provider. Please be advised that, in accordance with the Freedom of Information Act and Section 200.81(b) of the SEC's rules, we respectfully request that this letter, the related materials and the Commission's response be granted confidential treatment for up to 120 days from the date of the response. The information about the proposed Capital Support Agreement is not yet public and premature disclosure may harm the Fund, the Adviser and the Support Provider.

Please contact the undersigned at 617.728.7111 should you have any questions or comments regarding this request.

Sincerely,

John O'Hanlon

John V. O'Hanlon

Appendix A

Fund	Issuer and Name of Instrument	Maturity	Percent of Fund Net Assets as of September 25, 2008	Principal Amount
Hartford Money Market HLS Fund	Wachovia Bank, CUSIP 92976FCB7	8/4/09	0.74%	$34,000,000.00
	Wachovia Bank, NA,CUSIP 92976FBT9	10/3/08	0.81%	$34,250,000.00
	Morgan Stanley, CUSIP 61745AK73	10/7/08	0.37%	$15,600,000.00
	Svenska Handelsbanken CUSIP 86959JAV0	7/6/09	0.36%	$15,400,000.00
The Hartford Money Market Fund	Wachovia Bank, CUSIP 92976FCB7	8/4/09	0.79%	$6,000,000.00
	Wachovia Bank, CUSIP 92976FCT9	10/3/08	0.82%	$5,750,000.00
	Morgan Stanley, CUSIP 61745AK73	10/7/08	0.49%	$3,400,000.00
	Svenska Handelsbanken CUSIP 86959JAV0	7/6/09	0.51%	$3,600,000.00