



Automatic Dividend Reinvestment and Stock Purchase Plan

The Automatic Dividend Reinvestment and Stock Purchase Plan ("the Plan") of Media General, Inc. provides all registered holders of its Class A Common Stock ("Common Stock") with a simple and convenient method of purchasing newly issued shares of Common Stock ("Plan Shares") without payment of any brokerage commission or service charge and disposing of shares held by the Plan at a minimal cost.

Registered holders who elect to participate in the Plan ("Participants") may:

- automatically reinvest their eligible cash dividends on all or less than all of their Common Stock in Plan Shares.
- purchase Plan Shares by making optional cash investments,
- deposit their Common Stock certificates with the Plan for safekeeping, and
- dispose of shares held under the Plan.

Beneficial owners of Common Stock whose Shares are held for them in registered names other than their own, such as the names of brokers, bank nominees or trustees, should, if they wish to participate, have the shares they wish to enroll transferred to their own names.

All expenses of the Plan, except taxes and brokerage fees upon disposition of shares held under the Plan, will be paid by Media General. In addition, Participants will receive a five percent discount on the market price when shares are purchased with reinvested dividends.

A description of the Plan is set forth in this Prospectus under the caption "Automatic Dividend Reinvestment and Stock Purchase Plan."

A Participant in the Plan may withdraw at any time. The Plan is administered by American Stock Transfer & Trust Company (AST), which may appoint a co-fiduciary to vote shares of the Plan or for other limited purposes.

This Prospectus relates to 250,000 Shares of authorized and unissued Media General Common Stock registered for purchase under the Plan on February 22, 1989.

The outstanding shares of Common Stock are listed on the New York Stock Exchange, and the additional shares offered in this Prospectus will be so listed upon issuance.

It is suggested that this Prospectus be retained for future reference.

**THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY
THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION
NOR HAS THE SECURITIES AND EXCHANGE COMMISSION OR ANY
STATE SECURITIES COMMISSION PASSED UPON THE
ACCURACY OR ADEQUACY OF THIS PROSPECTUS. ANY REPRESENTATION
TO THE CONTRARY IS A CRIMINAL OFFENSE.**

The date of this Prospectus is September 23, 2004

AVAILABLE INFORMATION

Media General is subject to the informational requirements of the Securities Exchange Act of 1934 and, in accordance therewith, Files reports and other information with the Securities and Exchange Commission. Information as of particular dates concerning directors and officers, their remuneration, and any material interest of such persons in transactions with Media General is disclosed in proxy statements distributed to stockholders of Media General and filed with the Commission. Such reports, proxy statements and other information filed by Media General can be inspected and copied at the Public Reference Room maintained by the Commission at 450 Fifth Street, N.W., Room 1024, Washington, D.C. 20549. The public may obtain information on the operation of the Public Reference Room by calling the Commission at 1-800-SEC-0330. The SEC also maintains an Internet site (www.SEC.gov) that contains reports, proxy and information statements filed by Media General with the Commission. Media General Common Stock is listed on the New York Stock Exchange. Reports, proxy statements and other information concerning Media General can be inspected at the office of the New York Stock Exchange, #11 Wall Street, New York, New York 10005.

INCORPORATION OF CERTAIN DOCUMENTS BY REFERENCE

There are hereby incorporated in this Prospectus by reference the following documents and information heretofore filed with the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934 (the 1934 Act):

1. Media General's Annual Report for the fiscal year ended December 28, 2003 on Form 10-K.
2. Media General's Quarterly Report on Form 10-Q for the quarter ended June 27, 2004.
3. Media General's Reports on Form 8-K dated January 28, 2004, April 15, 2004 and July 18, 2004.
4. The description of the Class A Common Stock of Media General contained in the registration statement filed on Form 8-A under the Securities Exchange Act of 1934 on June 30, 1970, including any amendment or report filed for the purpose of updating such description.

All documents filed by Media General pursuant to Section 13(a), 13(c), 14 or 15(d) of the 1934 Act after the date of this Prospectus and prior to the termination of the offering of the Common Stock shall be deemed to be incorporated in this Prospectus by reference and to be a part hereof from the date of filing of such documents.

Media General hereby undertakes to provide without charge to each person to whom a copy of this Prospectus has been delivered, on the written or oral request of any such person, a copy of any or all of the documents referred to above which have been or may be incorporated in this Prospectus by reference. Written or oral requests for such copies should be directed to Vice President – Corporate Communications, Media General, Inc., 333 East Franklin Street, Richmond, Virginia 23219, telephone (804) 649-6103.

AUTOMATIC DIVIDEND REINVESTMENT AND STOCK PURCHASE PLAN

The Plan

The Plan permits registered holders of Media General Common Stock ("Registered Holders") to purchase newly issued shares of Common Stock ("Plan Shares") with cash dividends on all or less than all of their Common Stock and to make optional cash investments. Media General reserves the right to refuse to accept any optional cash investment in excess of \$5,000 per month from any Participant or related or associated group of Participants.

The Plan also permits Registered Holders to continue to receive cash dividends while making optional cash investments to acquire newly issued shares of Common Stock through the Plan. **Regardless of the option selected, all dividends on shares held by AST under the Plan are automatically reinvested.**

Any Registered Holder may elect to become a Participant in the Plan by returning to AST a properly completed Authorization Card. The completed Authorization Card appoints AST as agent for the Participant and:

- a. authorizes Media General to pay to AST for the Participant's account all cash dividends payable on the Common Stock that the Participant has enrolled in the Plan;
- b. authorizes AST to retain for credit to Participant's account any cash dividends and any shares of Common Stock distributed as a non-cash dividend or otherwise on the Plan Shares and credited to Participant's account and to distribute to the Participant any other non-cash dividend paid on such Plan Shares; and
- c. authorizes AST to apply such cash dividends and/or any optional cash payments to the purchase of Plan Shares in accordance with the terms and conditions of the Plan.

After receipt of the properly completed Authorization Card, AST will open an account under the Plan as agent for the Participant and will credit to such account:

- a. all cash dividends received by AST from Media General on shares of Common Stock registered in the Participant's name and enrolled in the Plan by the Participant, commencing with the first such dividends paid after receipt of the Authorization Card by AST, provided that the Authorization Card is received by the record date of the dividend;
- b. all optional cash payments received from the Participant;
- c. all full or fractional Plan Shares purchased for Participant's account after making appropriate deduction for the purchase price of such shares;
- d. all cash dividends received by AST on any full or fractional Plan Shares credited to the Participant's account;
- e. any shares of Common Stock distributed by Media General as a dividend or otherwise on Plan Shares credited to Participant's account; and
- f. any shares of Common Stock transferred by Participant to the Plan.

Cash dividends credited to a Participant's account will be commingled with the cash dividends credited to all accounts under the Plan and will be applied to the purchase of Plan Shares at a price calculated by AST to

be 95% of the closing price per share on the dividend payment date as reported by the New York Stock Exchange or other market quotation deemed appropriate by AST. If the stock is not traded on the purchase date, AST will use the mean between the high and low price per share or other market quotation. A Participant's account will be credited with fractional shares computed to three decimal places. AST will make every reasonable effort to reinvest all dividends promptly after receipt and in no event later than 30 days after such receipt except where, in the opinion of AST's counsel, such investments are restricted by any applicable state or federal securities law. All dividends will be held pending investment in a non-interest bearing account maintained by AST.

How the Plan Works

1. Once a Registered Holder becomes a Participant, the operation of the Plan is automatic.

2. The Participant may select from the following options listed on the Authorization Card for dividend reinvestment through the Plan. Dividends on Plan Shares and on all shares of Common Stock deposited in the Plan will be invested to purchase additional Plan Shares.

Reinvestment of Dividends on All Shares - Dividends on all shares of Common Stock held of record will be reinvested if the Participant marks the Authorization Card opposite "Full reinvestment."

Reinvestment of Dividends on Less than All Shares - Dividends on less than all shares of Common Stock held by the Participant will be reinvested if the Participant marks the Authorization Card opposite "Partial reinvestment" and completes the blank line with the number of shares on which he wishes dividends to be reinvested.

The Participant may at any time change the number of shares on which dividends are reinvested by providing AST with a new Authorization Card.

Optional Cash Investments - In addition to the automatic reinvestment of dividends, the Participant may make optional cash investments. The Participant may at any time deposit with AST for credit to his account optional cash payments in amounts not less than \$25, and not to exceed \$5,000 per month. A Participant may elect to make optional cash investments while continuing to receive cash dividends on the registered shares of Common Stock held by the Participant. Dividends on shares purchased with optional cash investments will be reinvested to purchase additional shares of Common Stock. For important details regarding this option, see How Optional Cash Investment Works.

3. Participants will receive from AST a detailed statement of their Plan Account following each investment. These detailed statements will show total cash dividends received, total optional cash investments received, total shares purchased, price paid per share and total shares held in the Plan. **These statements should be retained by Participants to determine the tax cost basis for shares purchased.**

4. AST will hold the shares purchased for a Participant, and any shares deposited by the Participant with AST for safekeeping, until the Participant terminates participation in the Plan. All shares held in the Plan shall be held in the name of AST or its nominee. Certificates for full shares held by AST will be issued to Participants, or sold for the Participants at any time upon request.

5. Participants may deposit with AST for safekeeping all certificates for Media General Common Stock held by them. The safekeeping of shares offers the advantage of protection against loss, theft or inadvertent destruction of certificates, as well as the convenience if and when shares are sold through the Plan (see Custodial Service/or Common Stock Certificates below). All shares represented by such certificates will be kept for safekeeping in the name of AST or its nominee and will be combined with any full and fractional

shares then held by AST in the Plan for the Participant. **All dividends on shares held by AST in the Plan will be reinvested for the Participant.**

6. A Participant may terminate his account at any time by giving notice of termination to AST. AST may terminate a Participant's account by mailing a 30-day written notice of termination to the Participant at his last address of record with AST. Upon termination, the Participant may elect to receive certificates representing the full Plan Shares credited to his account and cash in lieu of fractional shares, or he may elect to receive cash for all of the full and fractional Plan Shares credited to his account. If no election is made at the time AST receives the notice of termination from the Participant or prior to expiration of the 30-day notice period when AST terminates a Participant's account, certificates will be issued for all full Plan Shares and the Participant will receive cash for any fractional shares.

In the event a Participant elects to receive cash for the Plan Shares credited to his account, AST as Participant's agent will promptly sell such Plan Shares and deliver to him the proceeds of such sale. Any full shares and fractional interests in shares may be aggregated and sold with those of other terminating Participants. The proceeds to each Participant, in such case, will be the average sales price of all shares so aggregated and sold. In all terminations, fractional interests held in the Participant's account and not otherwise aggregated and sold will be paid for in cash at a price equivalent to the closing sale price per share of Media General's Common Stock as reported on the New York Stock Exchange, or other appropriate market as determined by AST, on which the stock is traded on the date of receipt by AST of the notice of termination or, if the stock is not traded on the date of such receipt, AST shall use the mean between the bid and asked price or such other market quotation as it may deem appropriate on such date.

7. If at any time a Participant ceases to be a record holder of Plan shares other than by transfer of shares to AST to be held for his account, AST may, at the direction of Media General, mail a written notice to such Participant requesting instructions as to the disposition of stock in the Participant's account under the Plan. If within 30 days of mailing such notice AST does not receive instructions from the Participant AST may, in its discretion, terminate the Participant's account.

8. The Participant shall notify AST promptly in writing of any change of address. Notices or statements from AST to the Participant may be given or made by letter addressed to the Participant at his last address of record with AST and any such notice or statement shall be deemed given or made when received by the Participant or 5 days after mailing, whichever occurs earlier. Any request to sell shares that is received with a change of address will result in the check being held for a period of 10 days from the date of the request.

9. The Participant shall not sell, pledge, hypothecate, assign, or transfer any Plan Shares held for his account by AST, nor shall the Participant have any right to draw checks or drafts against his account. AST has no obligation to follow any instructions of the Participant with respect to the shares held in the Plan or any cash held in his account except as expressly provided under the terms and conditions of the Plan.

10. Media General will either pay directly or reimburse AST for the costs of administering the Plan, including but not limited to the costs of printing and distributing Plan literature to record holders of Common Stock, forwarding proxy solicitation materials to Participants, and mailing confirmations of account transactions, account statements, and other notices to Participants, and reasonable clerical expenses associated therewith.

11. If for any reason AST is precluded from acquiring shares of Media General's Common Stock for 90 consecutive days, AST shall remit all cash in the Participant's account to the Participant promptly after such 90th day.

12. Accounts under the Plan will be maintained in the name in which the Participant's certificates are registered when the Participant enrolls in the Plan and certificates for full shares will be similarly registered

when issued to the Participant. Certificates will be registered and issued in names other than the account name, subject to compliance with any applicable laws and payment by the Participant of any applicable fees and taxes, provided that the Participant makes a request in accordance with the usual requirements of Media General for the registration of a transfer of Media General Common Stock.

13. A Participant may change the investment option at any time by signing a new Authorization Card and returning it to AST by the record date. Authorization Cards will be provided by AST.

14. In connection with the exercise of Stockholder voting rights, each Participant will receive a proxy card representing any Plan Shares held for the Participant's account under the Plan. All Plan Shares will be voted as designated by the Participant on the proxy card. If a Participant does not return a signed proxy to AST, AST will not vote such shares.

15. Media General reserves the right to suspend, modify or terminate the Plan at any time. All Participants will receive written notice of any such suspension, termination or material modification.

Custodial Service for Media General Common Stock Certificates

Participants may elect to have Media General Common Stock certificates that they hold, as the registered holder transferred to the Plan for safekeeping. Shares represented by these certificates will be combined with any shares then held for the Participant in his Plan Account. All such shares will be in the name of AST or its nominee. **All dividends on shares held in the Plan will be reinvested.**

To deposit your certificates for safekeeping under the Plan, you must submit the certificate along with your transaction request form to AST to deposit the certificate into your Plan account. Stock certificates should be sent to American Stock Transfer & Trust Company, Attention Dividend Reinvestment Department, Wall Street Station, P. O. Box 922, New York, NY. 10269-0560. It is recommended that certificates be sent by registered mail and properly insured.

All written inquiries about the Custodial Service should be directed to the above address. When telephoning, call 877-715-0496.

Shares deposited for safekeeping are protected against loss, theft and inadvertent destruction, and may be withdrawn by the Participant at any time upon receipt by AST of a written request.

How Optional Cash Investment Works

Any Participant may make optional cash investments to purchase additional Plan Shares. Optional cash investments must be at least \$25, and Media General reserves the right to refuse to accept any optional cash investments in excess of \$5,000 per month from any Participant or related or associated group of Participants.

Each optional cash payment must be accompanied by the transaction request form that is attached to the bottom of your dividend reinvestment statement. AST will commingle the funds credited to a Participant's account with optional cash payments credited to all accounts under the Plan and will apply the funds to the purchase of shares at a price deemed to be 100% of the closing price per share on the dividend payment date as reported by the New York Stock Exchange or other market quotation deemed appropriate by AST. If the stock is not traded on the purchase date, AST shall use the mean between the high and low price per share or such other market quotation as deemed appropriate by AST. Optional cash payments will be invested at least once monthly. If the optional cash payment is not large enough to buy a full share, the Participant's account will be credited with a fractional share, computed to three decimal places, which will earn additional dividends in the way full shares do. Any excess funds from all accounts may be carried over to the next regular monthly

investment date or to the next dividend reinvestment date if that date occurs earlier. Optional cash payments received later than 2 business days prior to the regular monthly investment date will be invested at the next regular monthly investment date or the next dividend reinvestment date, if that date occurs earlier and if the optional cash payments are received no later than 2 business days prior to that date.

In those months in which a cash dividend payment is made (normally March, June, September and December), shares purchased with optional cash payments will be purchased on the dividend payment date.

For all non-dividend payment months, the regular investment date for optional cash payments will be the 10th day of each month, or the next business day if the 10th is not a business day.

Pending investment, all optional cash payments will be held in a non-interest bearing account maintained by AST. Any description of the Plan distributed to record holders of Common Stock will advise that Participants may therefore wish to delay transmittal of optional cash payments until shortly before the regular monthly investment date or the dividend reinvestment date, while still allowing enough time for the Bank to receive the funds 2 business days prior to such date. A Participant may obtain a refund of his optional cash payment upon written request to AST received not less than 2 business days prior to the time when such optional cash payments would otherwise be applied to the purchase of Plan Shares.

All optional cash investments should be made payable to: American Stock Transfer & Trust Company.

Participants who make optional cash investments will receive a detailed statement of their Plan account following each monthly purchase. This statement will show the optional cash investments received, total shares purchased, price paid per share and total shares held by the Plan. **These statements should be retained by Participants to determine the tax cost basis for shares purchased.**

It should be recognized that since investments under the Plan are made as of specified dates, a Participant loses any advantage that otherwise might be available from being able to select the timing of his investment.

Sale of Shares

Upon receipt of instructions from a Participant, AST will sell some or all of the Participant's shares held under the Plan (including shares deposited in the Plan for safekeeping) and will remit to the Participant a check for the proceeds of such sale, less the Participant's share of brokerage commissions and any applicable taxes. Prior instructions from the Participant must be received at least 48 hours preceding the sale. Participants' shares will be sold as soon as practicable by AST at the then current market price in transactions carried out through one or more brokerage firms. This procedure for selling shares may be particularly attractive to holders of small amounts of shares because AST can combine odd lots and small numbers of shares into larger blocks to be sold, and thereby take advantage of lower brokerage costs that might not otherwise be available to individual Participants in the sale of their shares.

Expenses of the Plan

There are no brokerage fees on shares purchased for a Participant's account because shares are purchased from Media General. All costs of administering the Plan will be paid by Media General except that when full shares, fractional shares, or rights are sold for a Participant's account AST will first deduct the brokerage commission and taxes, if applicable.

Responsibilities of Media and AST

AST will commingle the funds of Participants. In acting under the terms and conditions of the Plan as described in this Prospectus, neither Media General, AST, nor any nominee, custodian or co-fiduciary shall be liable with respect to the prices at which shares are purchased or sold for a Participant's account or with respect to any fluctuation in the market value before or after any purchase or sale of shares.

AST will confirm its purchases as soon as practicable but no certificates will be issued to a Participant until so requested or until the account is terminated. Certificates for full shares will be issued if a Participant so requests in writing. A separate request must be made for each withdrawal of certificates. Certificates for fractional shares will not be issued.

Upon termination by reason of notice of death or adjudicated incompetency, evidence of which must be received no later than 5 business days prior to the regular monthly investment date, no purchases of shares shall be made for a Participant's account, and shares, cash investments received and any dividends received will be retained in the Plan until such time as such Participant's legal representative shall have been appointed and shall have furnished proof satisfactory to AST of the representative's right to receive payment.

Upon receipt of instructions from a Participant to sell some or all of his shares held under the Plan, AST will do so and send the Participant a check representing the proceeds, less brokerage commissions and any applicable taxes. **Sales of such shares will be made as soon as practicable.**

If a Participant transfers or otherwise disposes of all shares of Media General Common Stock held by the Participant, dividends on shares held in the Participant's Plan Account will continue to be reinvested, and optional cash investments may continue to be made by the Participant, until AST receives notification from the Participant that he wishes to withdraw from the Plan.

Any Common Stock distributed by Media General as a result of a stock dividend or a stock split on shares held under the Plan for a Participant will be credited to the Participant's account. In the event that Media General makes available to holders of its Common Stock rights to purchase additional shares or other securities, AST will sell all rights received by it for Participants and invest the resulting funds in shares of Media General Common Stock with the next regular cash dividend. Participants who wish to exercise any rights relating to their shares will be able to do so only if they have requested that certificates for the shares purchased under the Plan be issued to them prior to the record date for the distribution of the rights. Transaction processing may either be curtailed or suspended until the completion of any Stock Dividend, Stock Split, Rights Offering or Corporate Action.

Neither Media General, AST, nor its nominee, custodian or co-fiduciary shall be liable for any act by any of them in good faith, or for any good faith omission by any of them to act, including, without limitation, any claim or liability arising out of any such act or omission to act.

Neither Media General, AST, nor its nominee shall be liable hereunder for any claims of liability (a) arising out of failure to terminate a Participant's account upon the Participant's death prior to receipt of written notice of such death accompanied by documentation satisfactory to AST; or (b) with respect to the prices at which Plan Shares are either purchased or sold for the Participant's account or the timing of or terms on which such purchases or sales are made; or (c) for the market value or fluctuations in market value after purchase of Plan Shares credited to the Participant's account.

Media General agrees to indemnify and hold harmless AST and its nominee from all taxes, charges, expenses, assessments, claims, and liabilities, and any costs incident thereto, arising under federal or state law from AST's or Media General's acts or omissions to act in connection with this Plan, including, without limitation, liability or costs which AST may incur under federal or state securities laws because any part of any

registration statement filed by Media General for the shares of Common Stock to be purchased pursuant to the Plan and which was prepared by Media General contained an untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein not misleading; provided that neither AST nor its nominees shall be indemnified against any liability or costs incident thereto arising out of AST's or its nominee's own willful misfeasance, bad faith, gross negligence, or reckless disregard of its duties under this Plan.

It is understood that all purchases of Common Stock pursuant to the Plan will be made by AST as the independent agent of the Participant and that neither Media General nor any of its affiliates shall have any authority or power to direct the time and price at which securities may be purchased pursuant to the Plan or the amount of securities to be purchased. It is further understood that AST will continue to operate the Plan only so long as AST neither directly nor indirectly controls or is controlled by Media General or its affiliates and is not under common control with Media General or its affiliates. AST and Media General agree that, in the event that any person serves simultaneously as a director of AST or an affiliate of AST and also as a director of Media General or an affiliate of Media General, such director will abstain from participating in any decisions relating to the Plan or the purchase or sale of securities pursuant to the Plan.

Media General may terminate the Plan at any time by written notice to the Participants. The terms and conditions of the Plan may be amended by Media General, at any time, by the mailing of an appropriate notice at least 30 days prior to the effective date thereof to the Participant at his last address of record with AST; provided that Media General may make such an amendment only once in any six-month period. No waiver or modification of the terms or conditions of the Plan shall be deemed to be made by AST unless in writing, signed by an authorized representative of AST, and any waiver or modification shall apply only to the specific instance involved. It is understood, however, that such amendments as may be required from time to time due to changes in or new rules and regulations under the federal securities laws may be made by Media General prior to notice to each Participant.

All matters in connection with the Plan shall be governed by the laws of the Commonwealth of Virginia.

Federal Income Tax Consequences

A holder of Media General Common Stock who participates in the Plan will not have the same federal income tax obligations for dividends reinvested under the Plan as for dividends received in cash. A Participant will be treated as having received a dividend distribution equal to the fair market value of the shares purchased on the dividend date. Therefore, because shares purchased with reinvested dividends will be purchased for 95 percent of their market price, the resulting taxable income will be greater than the taxable income that would have resulted from the payment of the dividend in cash. A Participant's tax basis in the dividend shares will be equal to the taxable income the Participant is treated as having received, and the holding period for such shares will begin the day after the dividend payment date.

When a Participant receives certificates for whole shares credited to the Participant's account under the Plan, the Participant will not realize any taxable income. However, a Participant who receives a cash adjustment for a fraction of a share may realize a gain or loss with respect to such fraction. The Participant may also realize a gain or loss when whole shares are sold, either pursuant to the Participant's request upon withdrawal from the Plan or by the Participant after withdrawal from the Plan. The amount of such gain or loss will be the difference between the amount that the Participant realizes from the shares or fraction of a share and the tax basis of the Participant in such shares.

AST will comply with all applicable Internal Revenue Service requirements concerning the filing of information returns and such information will be provided to the participant by a duplicate of that form or in a final statement of account for each calendar year. With respect to Participants whose dividends are subject to

United States income tax withholding, AST will comply with all applicable IRS requirements concerning the amount of tax to be withheld.

The foregoing is only a summary of the Federal income tax consequences of participating in the Plan and does not constitute tax advice. Specific questions concerning the tax consequences of participating in the Plan should be referred to the Participant's tax advisor.

Enrollment in the Plan

Registered Stockholders who wish to participate in the Plan should request and complete an Authorization Card and return it to AST. Participation will commence with the next dividend payable after receipt of the authorization, provided that, for dividends, authorization is received by the record date for that dividend. Optional cash payments must be received 2 days prior to the regular monthly investment date to be effective on that date. Should the authorization (or the funds to be invested) arrive after the time indicated in the preceding sentences, participation will be delayed until the following dividend or monthly purchase as the case may be.

Each Participant will continue to be enrolled in the Plan as originally enrolled unless he completes a new Authorization Card and returns it to AST or otherwise instructs AST in writing. A revised participation in the Plan will commence with the next dividend payable after receipt of the Authorization Card or other written instructions, provided it is received by the record date for that dividend.

Once a registered Stockholder has enrolled in the Plan, dividend reinvestment continues automatically as long as the Participant wishes. However, if there is any subsequent change in the manner in which a Participant's name appears on his certificate(s), the Participant must sign another Authorization Card to continue participation in the new registration.

All Transactions and inquiries should be directed to the following address:

TRANSACTIONS

American Stock Transfer and Trust Company
Wall Street Station
P. O. Box 922
New York, NY 10269-0560

INQUIRIES

American Stock Transfer and Trust Company
59 Maiden Lane
Plaza Level
New York, NY 10038

or

Call American Stock Trust Company at their toll free numbers 877-715-0496 or 800-937-5449.

or

You may also access AST's website at www.investpower.com. You will need your 10 digit AST account number and your social security number to gain access.

When corresponding with AST, we suggest that you give your telephone number and area code.

THE COMPANY

Media General is a Virginia corporation having general business powers and has its principal place of business at 333 East Franklin St., Richmond, Virginia 23219, telephone (804) 649-6000.

USE OF PROCEEDS

The proceeds from the sale of the additional Common Stock will be added to the general funds of Media General and will be used to meet its capital requirements and the capital requirements of its subsidiaries.

EXPERTS

The consolidated financial statements of the registrant which are listed in the index to financial statements and financial statement schedules appearing in the registrant's 2003 Annual Report on Form 10-K (see Incorporation of Certain Information by Reference) have been examined by Ernst & Young, Certified Public Accountants, as set forth in their report included therein, and such report is incorporated herein by reference. The consolidated financial statements referred to above have been incorporated herein by reference in reliance upon such report and upon the authority of such firm as experts in accounting and auditing.

The validity of the shares being offered hereby will be passed upon for Media General by George L. Mahoney, Secretary and General Counsel of Media General. As of September 23, 2004, Mr. Mahoney was the beneficial owner of 24,556 shares of Media General Common Stock.

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No persons have been authorized to give any information or to make any representations other than those contained or incorporated in this Prospectus and, if given or made, such information or representations must not be relied upon as having been authorized. This Prospectus does not constitute an offer to sell or a solicitation of an offer to buy any securities other than those to which it relates, or an offer or solicitation with respect to those securities to which it relates to any persons in any jurisdiction where such offer or solicitation would be unlawful. The delivery of this Prospectus at any time does not imply that the information contained or incorporated herein at its date is correct as of any time subsequent to its date.



**AUTOMATIC DIVIDEND
REINVESTMENT AND
STOCK PURCHASE PLAN**

**250,000 Shares
Common Stock
(\$5.00 par value)**

PROSPECTUS
