

Complaint

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that such social clubs are in actual operation, that such clubs operate 7 nights a week, that they offer dancing, cards, ping-pong, bowling and other recreational activities, that prospective members will help form the clubs' boards of directors, that any portion of the monies paid to the clubs is tax-free, failing to give notice that payment notes may be sold, and failing to include in contracts a provision for cancellation within 3 days. Respondents are also required to give notice to customers that they are not licensed to do business in Missouri or Kansas and that no social club was ever opened in Kansas City.

COMPLAINT

Pursuant to the provisions of the Federal Trade Commission Act, and the Truth in Lending Act and the regulations promulgated thereunder, and by virtue of the authority vested in it by said Acts, the Federal Trade Commission, having reason to believe that Cosmaw, Inc., a corporation, Waldo E. Brown, individually and as an officer of said corporation, and Lloyd C. McCord, individually and as a manager of said corporation, hereinafter referred to as respondents, have violated the provisions of said Acts, and it appearing to the Commission that a proceeding by it in respect thereof would be in the public interest, hereby issues its complaint, stating its charges in that respect as follows:

PARAGRAPH 1. Respondent Cosmaw, Inc., is a corporation organized, existing and doing business under and by virtue of the laws of the State of Nebraska, with its last known principal office and place of business located at 4951 Center Street, Omaha, Nebraska.

Respondent Waldo E. Brown is an individual and an officer of said corporation. He formulates, directs, and controls the acts and practices of the corporate respondent, including the acts and practices hereinafter set forth. His last known address is the same as that of the corporate respondent, Cosmaw, Inc.

Respondent Lloyd C. McCord is an individual and a manager of said corporation. Together with Waldo E. Brown, he formulates, directs, and controls the acts and practices of the corporate respondent, including the acts and practices hereinafter set forth. His last known address is 5647 Paseo, Kansas City, Missouri.

PAR. 2. Respondents Cosmaw, Inc., Waldo E. Brown, and Lloyd C. McCord are now, and for some time last past have been, engaged in the operation of social clubs for single, divorced, and/or widowed persons, and the advertising, offering for sale, and sale of memberships to the public in said clubs.

PAR. 3. Respondents Cosmaw, Inc., Waldo E. Brown, and Lloyd C. McCord in the course and conduct of their business as aforesaid, now cause, and for some time last past have caused, their memberships to be advertised and sold to purchasers thereof located in the various

States of the United States and maintain, and at all times mentioned herein have maintained, a substantial course of trade in said memberships and related services in commerce, as "commerce" is defined in the Federal Trade Commission Act.

PAR. 4. In the course and conduct of their aforesaid business, and at all times mentioned herein, respondents have been, and now are, in substantial competition in commerce with corporations, firms, and individuals in the sale of memberships and related services in their social clubs; said memberships and services being of the same general kind and nature as those sold by respondents' competition.

The aforementioned respondents cooperate and act together in carrying out the acts and practices hereinafter set forth.

COUNT I

Alleging violations of Section 5 of the Federal Trade Commission Act, the allegations of Paragraphs One, Two, Three, and Four hereof are included by reference in COUNT I, as if fully set out.

PAR. 5. In the course and conduct of their aforesaid business, respondents Cosmaw, Inc., Waldo E. Brown, and Lloyd C. McCord, for the purpose of inducing the purchase of their memberships and related services have made, and are now making, numerous statements and representations in advertisements inserted in newspapers of general interstate circulation. Typical and illustrative of the foregoing, but not all inclusive thereof, are the following:

Attention

Single, divorced, and widowed Cosmaw Club—club of single men and women, ages 30 to 55 located in Minneapolis, Des Moines and Omaha is now opening in Kansas City.

An exciting new concept for singles, offering permanent club rooms open seven nights weekly with cocktail lounge, card room, pool, ping pong, nightly dancing, dinners, trips to Vegas and lots of other fun activities. Cosmaw members are the cream of the crop in singles, selected through personal interview, character references and board of director approval. All singles interested in becoming charter members and helping stock the Kansas City branch write to Cosmaw, Inc., 4951 Center street, Omaha, Nebraska, 68106 or call 402-553-1400 for more information.

* * * * *

A T T E N T I O N

Single—Widowed—Divorced

30 to 55

COSMAW

(CLUB of SINGLE MEN and WOMEN)

PROUDLY ANNOUNCES THE OPENING

OF THEIR KANSAS CITY BRANCH!

3217 Broadway

Formerly the Board Room Club

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COSMAW, the most popular social town club for unmarried adults offers a respectable and dignified place for their members to enjoy all types of recreation with hundreds of other selective singles.

CLUBROOM

- Open 7 days a week
- Dancing
- Singing
- Cocktail Lounge
- Billiards
- Cards
- Ping-Pong
- TV Lounge

ACTIVITIES

- Bowling
- Dinner parties
- Swimming
- Theatre
- Picnics
- Group Vacations

INSTRUCTION COURSES

- Dance Lesson
- Bridge Instruction
- Investment Club
- Public Speaking
- Art and Drama

ATMOSPHERE

- Carefree
- Relaxing
- Comfortable
- Congenial

MEMBERSHIP ACQUIRED ONLY THROUGH PERSONAL
INTERVIEW, CHARACTER REFERENCES AND BOARD OF
DIRECTOR APPROVAL

* * * * *

SINGLE
DIVORCED
WIDOWED
MEN AND WOMEN
30-55

INQUIRE ABOUT COSMAW TOWN CLUB FOR
SINGLE ADULTS. WE REQUIRE:

- Personal interviews
- Character references
- Board of director approval

COSMAW OFFERS:

- Permanent clubrooms
- Open 7 nights a week
- Screened membership
- Clubs in Omaha, Des Moines,
Minneapolis
- Complete social outlet

Now open in Kansas City for membership applications. For appointment call 931-5190 and ask for membership secretary or write Cosmaw, 3217 Broadway, Kansas City, Mo. 64111.

* * * * *

PAR. 6. By and through the use of the above quoted statements and representations, and others of similar import and meaning, but

not expressly set out herein, and through their agents and representatives, respondents Cosmaw, Inc., Waldo E. Brown, and Lloyd C. McCord, have represented, directly or by implication, that:

(1) Cosmaw, Inc., operates social clubs for single, divorced, and widowed persons and is expanding its operation to other cities throughout the United States.

(2) Cosmaw, Inc., conducted a survey in the Kansas City metropolitan market area and determined that there was a large demand for a social club, such as Cosmaw, Inc., was operating in several other cities.

(3) The Cosmaw club in Kansas City, Missouri, would be located at 3217 Broadway and would consist of a clubroom which would be open seven nights a week with dancing, singing, billiards, cards, ping-pong, a TV lounge, and would feature a cash bar and food.

(4) The Cosmaw club, to be located at 3217 Broadway, Kansas City, Missouri, would be open on or about December 31, 1970, for a New Year's Eve party for its members.

(5) The members of Cosmaw, Inc., would be provided courses of instruction in dancing, bridge, public speaking, art, drama, and investment clubs.

(6) The members of Cosmaw, Inc., would be provided with selected group activities consisting of bowling, dinner parties, swimming, theatre, picnics, and group vacations.

(7) The advisory board for Cosmaw, Inc., is made up of doctors, clergy, bankers, and attorneys.

(8) The first ten female and the first ten male members would be designated charter members and would be on the advisory board for the Cosmaw club to be operated in Kansas City, Missouri, at 3217 Broadway Street.

(9) The membership in the Kansas City club of Cosmaw, Inc., would be limited in each "age group," with all members being required to be in the general age brackets of 30 to 55 years of age, with the different age brackets being 30-35, 36-40, 41-45, 46-50, and 51-55.

(10) The prospective members are screened and their personal references are carefully checked prior to their obtaining membership in Cosmaw, Inc.

(11) The costs of being a member of Cosmaw, Inc., are \$75 for initiation, \$200 for membership, which may be transferred, by sale or gift, \$6 for sales tax, and \$10 per month dues thereafter.

(12) The membership will be constituted of an equal number of men and women members.

(13) The Cosmaw, Inc., club members will sponsor a charity.

PAR. 7. In truth and in fact:

(1) Cosmaw, Inc., does not operate clubs presently in any other cities in the United States nor is it expanding its operation to 37 or any other number of cities.

(2) Cosmaw, Inc., did not conduct a survey in the Kansas City metropolitan area, the results of which indicated a large demand for a social club, such as Cosmaw, Inc., represented it was offering in the Kansas City metropolitan market area.

(3) There is no Cosmaw, Inc., clubroom for single, divorced, and/or widowed persons at 3217 Broadway, Kansas City, Missouri, nor is there any club facility in the Metropolitan Kansas City area which offers the activities set out in Paragraph Six, subparagraphs 3, 5, and 6.

(4) Cosmaw, Inc., did not open any type of club facility in the Metropolitan Kansas City area although numerous initiation fees and membership fees were sold in the Metropolitan Kansas City area.

(5) There is no advisory board for Cosmaw, Inc., consisting of doctors, lawyers, clergy, and bankers, nor were the first ten men and women members sold in the Kansas City area designated charter members and placed on the advisory board.

(6) The membership in Cosmaw, Inc., was not limited as represented in Paragraph Six, subparagraph 9, nor were the prospective members carefully screened or their references checked in all instances, if at all.

(7) The membership fee in the amount of \$200 is not transferrable and the \$6 charged for sales tax was not in fact sales tax, but was retained by respondents Cosmaw, Inc., and/or Waldo E. Brown, or Lloyd C. McCord.

(8) The memberships sold are not constituted equally of male and female members, but are actually primarily those of female members.

(9) No charity was ever sponsored by Cosmaw, Inc., in the Metropolitan Kansas City, Missouri, or Kansas, market area.

PAR. 8. In the further course and conduct of their business, and in furtherance of a sales program for inducing the purchase of memberships in their social clubs, respondents, their salesmen and representatives have engaged in the following additional unfair, false, misleading, and deceptive acts and practices:

In a substantial number of instances, and in the usual course of their business, respondents sell and transfer their customers' obligations, procured by the aforesaid unfair, false, misleading, and deceptive means, to Educational Credit Bureau, Inc., 1125 Grand Avenue, Kansas City, Missouri. In any subsequent legal action to collect on

such obligations, Educational Credit Bureau, or other third parties, may cut off various personal defenses, otherwise available to the obligor, arising out of the respondents' failure to perform or out of other unfair, false, misleading, or deceptive acts and practices on the part of respondents.

Therefore, the statements, representations, and practices as set forth in Paragraphs Five, Six, and Eight hereof were, and are, false, misleading, and deceptive.

PAR. 9. The use by respondents of the aforesaid false, misleading, and deceptive statements, representations, and practices has had, and now has, a capacity and tendency to mislead members of the purchasing public into the erroneous and mistaken belief that said statements and representations are true, and into the purchase of memberships in respondents' social clubs by reason of said erroneous and mistaken belief.

PAR. 10. The aforesaid acts and practices of respondents, as herein alleged, were all to the prejudice and injury of the public and of respondents' competitors, and constituted, and now constitute, unfair methods of competition in commerce, and unfair and deceptive acts and practices in commerce in violation of Section 5 of the Federal Trade Commission Act.

COUNT II

Alleging violation of the Truth in Lending Act and the implementing regulation promulgated thereunder, and of the Federal Trade Commission Act, the allegations of Paragraphs One, Two, and Three hereof are incorporated by reference in Count II as if fully set forth verbatim.

PAR. 11. In the ordinary course and conduct of their business, as aforesaid, respondents regularly extend, and for some time last past have regularly extended, consumer credit as "consumer credit" is defined in Regulation Z, the implementing regulation of the Truth in Lending Act duly promulgated by the Board of Governors of the Federal Reserve System.

PAR. 12. Subsequent to July 1, 1969, respondents, in the ordinary course and conduct of their business and in connection with credit sales as "credit sale" is defined in Regulation Z, have caused and are now causing persons purchasing memberships in Cosmaw, Inc., to execute "retail time contracts and promissory notes," hereinafter referred to as the contract.

PAR. 13. By and through the use of these contracts, respondents:

1. Failed, in a number of instances, to disclose the annual per-

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centage rate to the nearest quarter of one percent, as required by Section 226.5(b)(1) of Regulation Z.

2. Failed, in a number of instances, to disclose accurately the sum of the payments scheduled to repay the indebtedness, and to describe that sum as the "total of payments," as required by Section 226.8(b)(3) of Regulation Z.

3. Failed, in a number of instances, to disclose the method of computing any unearned portion of the finance charge in the event of prepayment of the obligation, as required by Section 226.8(b)(7) of Regulation Z.

4. Failed, in a number of instances, to designate the amount of the cash price for the property as "cash price," as required by Section 226.8(c)(1) of Regulation Z.

5. Failed, in a number of instances, to disclose the amount of the downpayment in money, and to designate it as the "cash downpayment," as required by Section 226.8(c)(2) of Regulation Z.

6. Failed, in a number of instances, to disclose the difference between the cash price and the total downpayment, and to designate that difference as the "unpaid balance of cash price," as required by Section 226.8(c)(3) of Regulation Z.

7. Failed, in a number of instances, to designate the amount financed as the "amount financed," as required by Section 226.8(c)(7) of Regulation Z.

8. Failed, in a number of instances, to designate the amount of the finance charge as the "finance charge," as required by Section 226.8(c)(8)(i) of Regulation Z.

9. Failed, in a number of instances, to designate the deferred payment price as the "deferred payment price," as required by Section 226.8(c)(8)(ii) of Regulation Z.

PAR. 14. Pursuant to Section 103(q) of the Truth in Lending Act, respondents' aforesaid failure to comply with the provisions of Regulation Z constitute violations of that Act and, pursuant to Section 108 thereof, respondents thereby violated the Federal Trade Commission Act.

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The Federal Trade Commission having initiated an investigation of certain acts and practices of the respondents named in the caption hereof, and the respondents having been furnished thereafter with a copy of a draft of complaint which the Bureau of Consumer Protection proposed to present to the Commission for its consideration and which, if issued by the Commission, would charge respondents with

violation of the Federal Trade Commission Act, and the Truth in Lending Act and the regulations promulgated thereunder, and

The respondents and counsel for the Commission having thereafter executed an agreement containing a consent order, an admission by the respondents of all the jurisdictional facts set forth in the complaint to issue herein, a statement that the signing of said agreement is for settlement purposes only and does not constitute an admission by respondents that the law has been violated as alleged in such complaint, and waivers and other provisions as required by the Commission's rules; and

The Commission having considered the agreement and having accepted same, and the agreement containing consent order having thereupon been placed on the public record for a period of thirty (30) days, now in further conformity with the procedure prescribed in Section 2.34(b) of its rules, the Commission hereby issues its complaint in the form contemplated by said agreement, makes the following jurisdictional findings, and enters the following order:

1. Respondent, Cosmaw, Inc., is a corporation, organized, existing and doing business under and by virtue of the laws of the State of Nebraska with its last known principal office and place of business at 4951 Center Street, Omaha, Nebraska.

Respondent, Waldo E. Brown, is an individual and officer of said corporation. He formulates, directs, and controls the acts and practices of said corporation, and his present address is 808 North 75th Street, Omaha, Nebraska.

Respondent, Lloyd C. McCord, is an individual and a manager of said corporation. Together with Waldo E. Brown, he formulates, directs, and controls the acts and practices of said corporation, and his address is 5647 Paseo Street, Kansas City, Missouri.

2. The Federal Trade Commission has jurisdiction of the subject matter of this proceeding and of the respondents and the proceeding is in the public interest.

ORDER

I

It is ordered, That Cosmaw, Inc., a corporation, and its officers, and Waldo E. Brown, individually and as an officer of said corporation, and Lloyd C. McCord, individually and as a manager of said corporation, and respondents' agents, representatives, salesmen, and employees, directly or through any corporate or other device, in connection with the advertising, offering for sale, and sale of social club memberships or other services or products in commerce, as

"commerce" is defined in the Federal Trade Commission Act, do forthwith cease and desist from:

1. Representing, directly or by implication, that respondents operate or will operate any social club or any other type of business, unless such club or business is actually in operation and offering all services prior to the actual advertisement, solicitation, and/or sale of memberships in said club or business.
2. Representing, directly or by implication, that respondents have conducted any survey concerning the demand for the memberships or services of their social clubs.
3. Representing, directly or by implication, that respondents' social clubs are open seven (7) nights a week, or for any other period of time, other than the actual hours of operation of such clubs.
4. Representing, directly or by implication, that respondents' social clubs offer dancing, singing, billiards, cards, ping-pong, TV, and a cash bar and food, unless such be the fact.
5. Representing, directly or by implication, that respondents' social clubs provide courses of instruction in dancing, bridge, public speaking, art, drama, and investment clubs.
6. Representing, directly or by implication, that respondents' social clubs offer group activities consisting of bowling, dinner parties, swimming, theatre, picnics, and group vacations.
7. Representing, directly or by implication, that the board of directors of respondents' social clubs are made up of doctors, clergymen, bankers, attorneys, and/or members of any other profession not actually represented on the board of directors.
8. Representing, directly or by implication, that any of respondents' members are designated "charter members" and help to form an advisory board, which governs the operation of respondents' social clubs.
9. Representing, directly or by implication, that the membership in respondents' social clubs is limited as to age group or in any other manner.
10. Representing, directly or by implication, that prospective members for respondents' social clubs are carefully screened and their personal references checked.
11. Representing, directly or by implication, that any portion of monies paid to respondents is sales tax, unless such money is remitted to the proper taxing authority.
12. Representing, directly or by implication, that respondents' memberships in its social clubs are constituted of an equal number of men and women.

13. Representing, directly or by implication, that respondents' memberships may be transferred and/or sold.

14. Representing, directly or by implication, that respondents and/or their memberships contribute to or sponsor any charitable organization.

15. Failing to incorporate the following statement on the face of all contracts, notes, or other evidence of indebtedness executed by or on behalf of respondents' customers:

NOTICE

Any holder takes this instrument subject to the terms and conditions of the contract which gave rise to the debt evidenced hereby, any contractual provision or other agreement to the contrary notwithstanding.

16. Assigning, selling or otherwise transferring respondents' notes, contracts or other documents evidencing a purchaser's indebtedness, unless any rights or defenses which the purchaser has and may assert against respondents are preserved and may be asserted against any assignee or subsequent holder of such note, contract or other documents evidencing the indebtedness.

17. Contracting for any sale, which shall become binding on the buyer prior to midnight of the third day, excluding Sundays and legal holidays, after the date of consummation of the transaction.

18. Failing to refund immediately all monies to customers who have requested contract cancellation in writing within three (3) days from the execution thereof.

Provided, That the prohibitions contained in Sections 15 through 18 above shall not apply in those instances when respondents do not own an interest in the business in question, or formulate, direct, control and/or manage its business acts and practices.

II

It is further ordered, That respondents, Cosmaw, Inc., a corporation, and its officers, and Waldo E. Brown, individually and as an officer of said corporation, and Lloyd C. McCord, individually and as a manager of said corporation, trading under said corporate name or trading or doing business under any other name or names, and respondents' representatives, agents, and employees, directly or through any corporate or other device, in connection with the consumer credit sale of memberships or services, or any other products or services, as "credit sale" is defined in Regulation Z (12 CFR, §226) of the Truth in Lending Act (Pub.L. 90-321, 15 U.S.C. 1601 *et seq.*), forthwith cease and desist from:

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1. Failing to disclose the annual percentage rate, where and when required by Regulation Z to be used, to the nearest quarter of one (1%) percent, in accordance with Section 226.5(b)(1) of Regulation Z.

2. Failing to disclose accurately the sum of the payments scheduled to repay the indebtedness and to describe that sum as the "total of payments," as required by Section 226.8(b)(3) of Regulation Z.

3. Failing to disclose the method of computing any unearned portion of the finance charge in the event of prepayment of the obligation, and further failing to disclose the amount or method of computation of any charge that may be deducted from the amount of any rebate to be credited to the obligation or refunded to the customer, as required by Section 226.8(b)(7) of Regulation Z.

4. Failing to use the term "cash price" to designate the cash price of the property or service which is the subject of the transaction, as required by Section 226.8(c)(1) of Regulation Z.

5. Failing to disclose the amount of any downpayment in money as the "cash downpayment," using that term, as required by Section 226.8(c)(2) of Regulation Z.

6. Failing to disclose the difference between the cash price and the cash downpayment, using the term "unpaid balance of cash price," as required by Section 226.8(c)(3) of Regulation Z.

7. Failing to disclose accurately the amount financed or failing to describe that amount as the "amount financed," as required by Section 226.8(c)(7) of Regulation Z.

8. Failing to disclose the finance charge accurately, computed in accordance with Section 226.4 of Regulation Z, as required by Section 226.8(c)(8)(i) of Regulation Z.

9. Failing to disclose accurately the amount of the deferred payment price or failing to describe that amount as the "deferred payment price," as required by Section 226.8(c)(8)(ii) of Regulation Z.

It is further ordered, That each and every customer who purchased a membership from Cosmaw, Inc., in the Metropolitan Kansas City area be notified in writing that:

1. Cosmaw, Inc., is a Nebraska corporation, and is not authorized to do business in the States of Missouri and Kansas.

2. The Retail Time Contracts and Promissory Notes executed in the States of Missouri and Kansas are not enforceable.

3. Educational Credit Bureau is not a holder in due course as concerns those Retail Time Contracts and Promissory Notes assigned to it by respondents. Educational Credit Bureau had knowledge or reason to know that Cosmaw, Inc., was a foreign corporation and that the Cosmaw, Inc., social club was not open and never did open for business at 3217 Broadway, Kansas City, Missouri.

It is further ordered, That respondents provide each and every person who purchased a membership in the Kansas City metropolitan area a true and correct copy of this cease and desist order.

It is further ordered, That respondents, Waldo E. Brown and Lloyd C. McCord, not engage in the promotion, advertisement, solicitation, and/or sale of any type of membership, until such time as full restitution of all monies has been made to those persons who purchased a Cosmaw, Inc., membership in the Cosmaw club, which was to have been operated at 3217 Broadway, Kansas City, Missouri.

It is further ordered, That respondents, Waldo E. Brown and Lloyd C. McCord, shall not act as an officer or director, or become an agent or employee of any corporation or partnership or other form of business engaged in the promotion, advertisement, or solicitation, and/or sale of any type of membership, until such time as full restitution of all monies has been made to each and every person who purchased a membership in Cosmaw, Inc., club, which was to be operated at 3217 Broadway, Kansas City, Missouri.

It is further ordered, That the respondents herein shall, within sixty (60) days after service upon them of this order, file with the Commission a report in writing, setting forth in detail the manner and form in which they have complied with this order.

It is further ordered, That respondents notify the Commission at least thirty (30) days prior to any proposed change in any of the corporate respondents, such as dissolution, assignment, or sale, resulting in the emergence of a successor corporation, the creation or dissolution of subsidiaries, or any other change in the corporation, or any of them, which may affect compliance obligations arising out of this order.

It is further ordered, That respondents deliver a copy of this order to cease and desist to all of their present and future personnel, engaged in the offering for sale, or sale of memberships, services, or any other products or services, or in the consummation of any extension of consumer credit in connection with said sales transactions, or in any aspect of preparation, creation, or placing of advertising, and that respondents secure a signed statement acknowledging receipt of said order from each such person.

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IN THE MATTER OF

H&R BLOCK, INC.

CONSENT ORDER, ETC., IN REGARD TO THE ALLEGED VIOLATION OF THE
FEDERAL TRADE COMMISSION ACT*Docket C-2162. Complaint, March 1, 1972—Decision, March 1, 1972*

Consent order requiring a Kansas City, Mo., firm offering income tax preparation and other services to cease misrepresenting the terms and conditions of any guarantee, that respondent will reimburse customers for any addition he may have to make to his initial tax payment, that respondent will not assume liability for any additional taxes assessed, using information obtained from customer's tax data for purposes other than the tax return, and where respondent intends to transfer such information, to obtain customer's signature releasing the information.

COMPLAINT

Pursuant to the provisions of the Federal Trade Commission Act, and by virtue of the authority vested in it by said Act, the Federal Trade Commission, having reason to believe that H&R Block, Inc., a corporation, hereinafter referred to as respondent, has violated the provisions of said Act, and it appearing to the Commission that a proceeding by it in respect thereof would be in the public interest, hereby issues its complaint stating its charges in that respect as follows:

PARAGRAPH 1. Respondent H&R Block, Inc., is a corporation organized, existing and doing business under and by virtue of the laws of the State of Missouri, with its principal office and place of business located at 4410 Main Street in the city of Kansas City, State of Missouri.

PAR. 2. Respondent is now, and for some time last past has been, engaged in the advertising, offering for sale and sale of personal income tax preparation services, mutual funds and life insurance to the general public.

Respondent sells its aforesaid products and services directly and through various corporate subsidiaries, affiliates, and franchisees hereinafter referred to for convenience as respondent's representatives.

PAR. 3. In the course and conduct of its business as aforesaid, respondent now causes, and for some time last past has caused, monies, contracts, business forms and other commercial paper and printed materials in connection with said income tax preparation services, mutual funds and life insurance to be sent by United States