

husband's worth, or, absent such disclosure, a general and approximate knowledge by her of the prospective husband's property. The term "approximate" is, for this purpose, held synonymous with "near", "close to" or "approaching".

In *Posner v. Posner*, 233 So.2d 381 (Fla. 1970), the court again affirmed the validity of antenuptial property settlement agreements as follows:

Antenuptial or so-called "marriage settlement" contracts by which the parties agree upon and fix the property rights which either spouse will have in the estate of the other upon his or her death have, however, long been recognized as being conducive to marital tranquility and thus in harmony with public policy. See *Del Vecchio v. Del Vecchio*, Fla. 1962, 143 So.2d 17, in which we prescribed the rules by which the validity of such antenuptial or postnuptial property settlement agreements should be tested.

Accord: *Benke v. Benke*, 254 So.2d 828 (3 D.C.A. Fla., 1971), holding that the antenuptial agreement there in question validly settled property rights in the event of the death of either spouse but was not intended to settle alimony rights in the event of a dissolution of the marriage. See also *Belcher v. Belcher*, 271 So.2d 7 (Fla. 1972), affirming *Del Vecchio* as to antenuptial contracts relinquishing dower but declining to enforce a provision of an antenuptial agreement under which the wife waived her right to support and maintenance during coverture. While these decisions were, of course, concerned with a wife's agreement relinquishing her right of dower, they would seem to be equally applicable to an agreement whereby a husband relinquishes his statutory right of dower in his wife's estate.

073-482—December 26, 1973

CIRCUIT COURTS

PURCHASE OF ARTICLES FOR COURT BY SHERIFF

To: *Dominick J. Salfi, Chief Judge, Eighteenth Judicial Circuit, Sanford*

Prepared by: *Sharyn Smith, Assistant Attorney General*

QUESTION:

What constitutes "articles for court" which sheriffs are authorized to purchase for court use pursuant to §26.50, F. S.?

SUMMARY:

Once a circuit judge determines an article to be a tangible object of value which is necessary for the use of the court and will be used exclusively while the court is in session, the sheriff, pursuant to §26.50, F. S., is authorized to purchase such article.

Section 26.50, F. S., provides, in pertinent part, that

The judge of the circuit court at each term thereof, shall make a written requisition upon the sheriff attending upon said court *for such stationery or other articles as he may deem necessary for the use of the court*, and the sheriff shall procure the same (Emphasis supplied.)

Section 34.171, F. S., which also relates to the payment of court expenses, provides that

Unless the state shall pay such expenses, the county shall pay all

reasonable salaries of bailiffs, secretaries and assistants of the circuit and county courts and all reasonable expenses of the office of circuit and county court judges.

It is clear that these two aforementioned statutes, §§26.50 and 34.171, in no way conflict with one another. While §26.50 authorizes sheriffs to pay for certain expenses of the court, §34.171 also provides for the payment of office expenses of the circuit and county courts. Additionally, §26.50 (which was originally enacted in 1849) was not amended or repealed during the extensive statutory revision mandated by the adoption of Art. V, State Const. *See* Ch. 72-404, Laws of Florida. The legislature is, therefore, aware of §§26.50 and 34.171 and the pertinent provisions of the statutes. Since the legislature did not repeal nor amend §26.50, it must be assumed that the legislature intended both statutes to serve complementary as opposed to exclusive functions.

The term "article" has been defined as meaning a material thing or tangible object; a thing of value. *See* Black's Law Dictionary, p. 143 (rev. fourth ed. 1968). Therefore, the term "articles" contained within §26.50, *supra*, refers to any material object of value. Additionally, in AGO 048-288, Sept. 9, 1948, Biennial Report of the Attorney General, 1947-1948, p. 24, it was held that the stationery or other articles mentioned in §26.50, *supra*, referred only to stationery and articles used by the court when in session and does not include stationery or other articles that may be necessary for the judges in conducting their offices when sitting in chambers.

In a letter dated June 17, 1970, this office followed such an interpretation of §26.50, *supra*, by holding that the cost of telephone service for the *office* of a circuit judge is not an expense within the purview of §26.50. Since the telephone was to be used by the judge *in his office*, such a telephone expense was not an authorized expenditure under §26.50.

Thus, if the circuit judge requesting the requisition determines the article to be a tangible object of value which is *necessary* for the use of the court and that the article will be used *exclusively* while the court is in session, the sheriff is authorized, pursuant to §26.50, *supra*, to purchase an article so deemed.

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TAXATION

COMPENSATION OF TAX ASSESSOR AND TAX COLLECTOR BY MUNICIPALITY

To: James M. McEwen, Temple Terrace City Attorney, Tampa

Prepared by: William R. Cave, Assistant Attorney General, and Daniel C. Brown,
Legal Intern

QUESTION:

Does Ch. 73-486, Laws of Florida, expressly repealing Ch. 23330, 1945, Laws of Florida, also repeal by implication Ch. 22782, 1945, Laws of Florida, inasmuch as its language is identical to that of Ch. 23330?

SUMMARY:

Chapter 22782, 1945, Laws of Florida, has been impliedly repealed by Ch. 73-486, Laws of Florida. Chapter 31320, 1955, Laws of Florida, has also been impliedly repealed to the extent that it makes reference to Ch. 22782. Therefore, as of June 22, 1973, the effective date of Ch. 73-486, municipalities of Hillsborough County are no longer required to compensate the tax assessor or the tax collector for the assessment and collection of municipal taxes within that county. However, to the extent