



Faith No More: Ohio Supreme Court Casts Doubt on the Meaning of “Other Minerals” in 1953 Deed

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On October 11, 2023, we [reported](#) on *Faith Ranch and Farms Fund, Inc. v. PNC Bank, National Association*, where the Ohio Seventh District Court of Appeals determined a 1953 deed’s exception and reservation of “coal or other minerals of any vein” was ambiguous.^[1] but outside evidence led to the conclusion that the grantors’ intention was to *not* include oil and gas in “other minerals.” *Faith Ranch* was appealed to the Ohio Supreme Court, which, on April 2, 2026, ruled that the reservation (1) was not ambiguous and (2) did *not* include oil and gas.^[2]

Starting with *Kelly v. Ohio Oil Co.*, 52 Ohio St. 317 (1897) and *Detlor v. Holland*, 57 Ohio St. 492 (1898) and including the Seventh District’s 2021 decision in *O’Bradovich v. Hess Ohio Devs., L.L.C.*, the Ohio Supreme Court set the table for its analysis with the presumption that “other minerals” *may* include oil and gas “so long as the language can be reasonably seen to include these minerals in some way and other language in the deed does not exclude these minerals.”^[3] And after quickly determining the 1953 deed was not ambiguous, the Ohio Supreme Court applied the law and determined that “other minerals of any vein” was *not* consistent with oil and gas and therefore excluded it.^[4] The court’s conclusion rests upon both what the 1953 Deed says and what it doesn’t.

For the Ohio Supreme Court, the deed’s terms and phrases speak to traditional mining — i.e., hard minerals and coal: vein, mine, mining.^[5] And perhaps more important is the deed’s silence around any terms associated with oil and gas: derricks, pipelines, tanks, drilling, wells.^[6] This deafness, along with the 1953 deed’s use of “vein” in connection with “other minerals” and the canon of *ejusdem generis* ^[7] convinced the majority to conclude that oil and gas was excluded from the reservation: “Consistent with our precedent...[w]e look to the context in which the phrase is used to determine what the parties intended. And here, the context leads us to conclude that the parties did not intend to include oil and gas in the

reservation.”^[8]

In her dissent, Justice Brunner asserts the majority’s application is flawed; while it correctly starts with the presumption that minerals could include oil and gas, the majority incorrectly concludes oil and gas was excluded for lack of language specific to oil and gas when the Ohio Constitution, Art. II, Section 36, (eff. 1974) expressly references “mine” and “mining” in the context of oil and gas development.^[9]

So, in keeping with our *Faith No More* theme, should we all be “Falling to Pieces?” Is “Everything[’s] Ruined” about oil and gas conveyancing in Ohio? Is this a “Midlife Crisis” in Ohio’s “other minerals” jurisprudence? Did this decision really come “From Out of Nowhere?” Not so fast. The majority opinion in *Faith Ranch & Farms Fund, Inc.* self-proclaims as a continuation of Ohio’s now long-running jurisprudence on deed interpretation of “coal and other minerals.”^[10] Indeed, it contains nothing to indicate any prior decision in this line of cases was in “vein.” Yet its application of the rule seems to signal that the scope of what constitutes “Evidence” of an intention to exclude oil and gas from a reservation need not be overt; that the choice of language and rights retained may support such a conclusion. So, does this *change* the presumption in Ohio that “other minerals” includes oil and gas? No. But it does highlight the need to closely examine the language of the deed — particularly the reservation itself — to confirm that it contains language broad enough to encompass oil and gas extraction because the lack of such language can constitute evidence of an intent to exclude it. Only time and more cases will tell where Ohio goes from here. For now, the “Small Victory”^[11] goes to Faith Ranch.

If you have questions about this Ohio Supreme Court decision and its implications for deed interpretation, please contact the author or any attorney with our [Oil, Gas & Minerals](#) team.

^[1] The full exception language is:

EXCEPTING AND RESERVING to the Grantor from the lands herein conveyed all the coal below the horizon of the No. 8 coal, if any under vein exists thereunder, and other minerals, with the right to mine and remove such coal or other minerals of any vein, using any

convenient underground mining methods, and to transport coal and minerals from other premises through and under the surface of said lands; and particularly reserving the seam of coal, if any, now being mined at the Nelm's mine of the Y.&O. Coal Company, near Unionvale, Ohio, with all mining rights necessary or convenient for the mining and removal thereof, and the right to transport other coal of the same vein under said lands.

[2] *Faith Ranch & Farms Fund, Inc. v. PNC Bank, Nat'l Ass'n*, 2026-Ohio-1145. A copy of this opinion can be found [here](#).

[3] *Id.*, ¶ 12 (quoting *O'Bradovich v. Hess Ohio Devs. L.L.C.*, 2021-Ohio-1287 (7th Dist.)).

[4] *Id.*, ¶ 15.

[5] *Id.*, ¶ 18-20.

[6] *Id.*, ¶ 21.

[7] "This canon provides that when a statute lists specific items followed by a general term, the general term should be interpreted to include only items of the same nature as those specifically listed." *Faith Ranch & Farms Fund, Inc. v. PNC Bank, Nat'l Ass'n*, 2026-Ohio-1145.

[8] *Id.*, ¶ 28.

[9] *Id.*, ¶ 34.

[10] "Consistent with our precedent, the phrase 'other minerals' may, but does not necessarily, include oil and gas."

[11] Hopefully, you have caught onto [the theme here](#).

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