Ohio Supreme Court Clarifies Mineral Reservations in Deeds: *Faith Ranch & Farms Fund, Inc. v. PNC Bank*

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On April 2, 2026, the Supreme Court of Ohio issued an important decision reaffirming long-standing principles of deed interpretation and providing further guidance on how courts analyze mineral reservations. In *Faith Ranch & Farms Fund, Inc. v. PNC Bank, National Association*, 2026-Ohio-1145, the Court held that a deed reservation of the right to mine and remove coal and "other minerals" did **not** include oil and gas rights.

The ruling underscores how critical precise language is in property conveyances—particularly in disputes involving mineral and subsurface rights.

Background of the Case

The dispute arose from a deed that conveyed surface property while reserving certain mineral rights. The reservation clause granted the grantor the right to "mine and remove coal or other minerals of any vein." Years later, the surface owner, Faith Ranch & Farms Fund, Inc., filed an action seeking a declaration that the reservation did **not** include oil and gas rights and asking the court to quiet title in its favor.

The trial court agreed with the surface owner and granted summary judgment, concluding that the deed reservation was unambiguous and excluded oil and gas. The case ultimately reached the Ohio Supreme Court.

The Supreme Court's Analysis

The Court affirmed the trial court's decision, relying squarely on traditional contract and deed interpretation principles.

1. The "Four Corners" Rule

The Court emphasized that when deed language is unambiguous, courts must interpret the document within its four corners and may not resort to extrinsic evidence. The justices concluded that the reservation clause clearly reflected an intent to limit the reservation to minerals associated with underground mining activity—not oil and gas extraction.

2. Meaning of the Words Used

While the term "other minerals" can, in some contexts, include oil and gas, the Court stressed that words must be interpreted in context. Here, the repeated use of terms such as:

- “mine”
- “mining”
- “vein”

signaled an intent to reserve solid minerals accessed through traditional mining methods. Those terms, the Court reasoned, are inconsistent with oil and gas development, which involves drilling rather than mining.

3. Application of *Ejusdem Generis*

The Court also applied the canon of construction known as *ejusdem generis*. Under that doctrine, when general words follow specific ones, the general words are limited to items similar to those specifically listed.

Because “coal” was the specific mineral identified, the phrase “other minerals” was limited to substances similar in nature to coal—again excluding oil and gas.

4. Dissenting View

The decision was not unanimous. A dissenting justice argued that “other minerals” should be interpreted more broadly and could reasonably include oil and gas. The majority, however, rejected that view based on the structure and language of the reservation clause as a whole.

Why This Decision Matters

The *Faith Ranch* decision is significant for several reasons:

- **Clarity for Property Owners**: Surface owners and mineral interest holders now have further confirmation that oil and gas rights will not automatically be swept into older mineral reservations absent clear language.
- **Importance of Drafting Precision**: The case highlights how critical careful drafting is in deeds and conveyances. Words chosen decades ago can have substantial financial and legal consequences today.
- **Predictability in Title Litigation**: By reinforcing established interpretive rules, the Court has provided greater predictability for courts, title examiners, and practitioners handling mineral rights disputes.

Conclusion

In *Faith Ranch & Farms Fund, Inc. v. PNC Bank*, the Ohio Supreme Court reaffirmed that deed interpretation begins and ends with the language chosen by the parties. By focusing on context, intent, and established canons of construction, the Court provided much-needed guidance in an area of law that continues to generate litigation across Ohio.

If you have questions about mineral reservations, oil and gas rights, or deed interpretation, consulting experienced counsel can help ensure your interests are protected—both at the drafting stage and in potential disputes.