





S.C. 643, 646, 675 S.E.2d 431, 433 (2009) (stating proximate cause is an element in a legal malpractice claim).

To the extent the Appellants claim the Respondents breached a duty by not drafting an owner finance agreement, we find the Appellants produced no evidence to support this claim. At oral argument, Appellants' counsel relied on the commercial purchase agreement and its expert's affidavit as evidence that the Respondents breached a duty to the Appellants by drafting a lease with option contract. First, the commercial purchase agreement gave the Respondents the option to draft an "owner finance agreement" or "lease with option agreement, whichever document [the bank] will approve," and the record fails to show whether the bank approved financing for a purchase. There is also no evidence the Appellants told the Respondents they wanted, or even expected, an owner finance agreement. Second, the expert's affidavit does not support the idea that the Respondents breached a duty by drafting a lease with option agreement. Thus, we affirm the court's granting of summary judgment because the Appellants cannot establish a genuine issue of fact exists as to the element of breach of duty. *See S.C. Dep't of Labor, Licensing, & Regulation v. Chastain*, 392 S.C. 259, 262, 708 S.E.2d 818, 820 (Ct. App. 2011) (stating an appellate court may affirm a ruling for any grounds appearing in the record); *Hancock v. Mid-S. Mgmt. Co.*, 381 S.C. 326, 330, 673 S.E.2d 801, 803 (2009) (stating to withstand a motion for summary judgment, the non-moving party must submit a mere scintilla of evidence that shows a genuine issue exists for trial); *Gauld*, 380 S.C. at 559, 671 S.E.2d at 85 (stating summary judgment is appropriate when the non-moving party fails to establish an element of its case); *Rydde*, 381 S.C. at 646, 675 S.E.2d at 433 (stating breach of duty is an element in a legal malpractice claim).

Because we affirm on the basis that the Appellants cannot establish the elements of proximate cause and breach of duty, we do not address the Appellants' other arguments. *See Futch v. McAllister Towing of Georgetown, Inc.*, 335 S.C. 598, 613, 518 S.E.2d 591, 598 (1999) (holding an appellate court need not address remaining issues on appeal when disposition of a prior issue is dispositive).

To the extent the Appellants still pursue their theories of equitable recovery, we find summary judgment was appropriate because the Appellants' equitable claims are based solely on their contractual relationship with the seller and are thus irrelevant to the Appellants' malpractice claim against the Respondents.

For the reasons stated above, the circuit court's granting of summary judgment is **AFFIRMED.**

**FEW, C.J., and GEATHERS and LOCKEMY, JJ., concur.**